



VENDOR SPACE RENTAL AGREEMENT 2023

Date: _____

This Vendor Space Rental Agreement (**AGREEMENT**) is made, effective as of the date above, by and between the PIKES PEAK INTERNATIONAL RACEWAY, LLC (**PPIR**) address and VENDOR, as named below, to rent a space (**SPACE**) at Pikes Peak International Raceway (**FACILITY**) during the EVENT, as described below, to engage in business or exhibition activity on a temporary basis.

VENDOR Name				
VENDOR Address				
VENDOR Phone and Email				
EVENT Name & Description				
VENDOR Type & Description	<i>Check All Applicable:</i>			<i>Description of Event Activation:</i>
	Food	Merch	Service	
	Vehicle	Tent	Trailer	Other
	RENTAL PERIOD	Load-In Start	Open for Business	Tear-Down
Start Date and Time				
End Date and Time				
SPACE Size & RENTAL FEE	Size: ____ feet X ____ feet			\$
Vendor Space POWER FEE	NO POWER	20AMP	\$75	\$
Camping Type & CAMPING FEE	OUTFIELD NO POWER \$85	Infield No Power \$100	20AMP \$220 50AMP \$250	\$
VENDOR PASSES & PASS FEE	# of Complimentary Passes:		# of Additional Passes (\$40/each):	\$
OTHER				\$
TOTAL FEES				\$
CLEANING DEPOSIT	Food and Snack Vendors or as determined by PPIR			\$ 250
Total	Due at time of signing agreement			\$

Bolded and Capitalized terms above, along with adjacent data are the defined terms in the AGREEMENT.

The parties agree to the terms of this AGREEMENT, the VENDOR SPACE RENTAL TERMS AND CONDITIONS and the VENDOR INSURANCE REQUIREMENTS. This AGREEMENT is the whole agreement between the parties and replaces and supersedes any prior oral or written discussion, negotiation and agreement between the parties in connection with the EVENT. This AGREEMENT is not valid until signed by both parties; and, PPIR's acceptance of a VENDOR submitted AGREEMENT is in PPIR's sole discretion. PPIR's offer to rent space to VENDOR may be withdrawn at any time, at no liability to PPIR.

VENDOR	PIKES PEAK INTERNATIONAL RACEWAY, LLC
Authorized Signature:	Authorized Signature:
Print Name and Title:	Print Name and Title:
Date:	Date:



VENDOR RATES 2020	Subject to change without notice	VENDOR PASSES included	FEE
Outdoor 10' x 10' Merch Vendor Space		2	\$200.00
Outdoor 10' x 20' Merch Vendor Space		3	\$300.00
Outdoor 10' x 30' Merch Vendor Space		4	\$400.00
Indoor 10' x 10' Merch Vendor Space		2	\$300.00
Indoor 10' x 20' Merch Vendor Space		3	\$400.00
Indoor 10' x 40' Merch Vendor Space		4	\$500.00
Lite Power for Vendor Space 110v/20A (outlet may be 100' away)			\$75.00 per event
20' x 20' Food or Snack Vendor Space NO POWER (outdoor only)		4	\$750.00
20' x 20' Food or Snack Vendor Space WITH POWER (outdoor only)		4	\$1050.00
Cleaning Deposit (Food and Snack Vendors Only)			\$250.00
Additional Vendor Passes (2 passes max for per VENDOR)			\$40 per pass
Outfield Camping No Power			\$85.00 per event
Infield Camping No Power			\$100.00 per event
Infield Camping Space – Lite Power 110v/30A (outlet may be 100' away)			\$220.00 per event
Infield Camping Space - RV Power 220v/50A (outlet may be 100' away)			\$250.00 per event

For Vendor Spaces larger than the above listed, please contact PPIR

Date Complete	CHECKLIST FOR VENDORS
	Sign and submit the VENDOR SPACE RENTAL AGREEMENT
	Submit a list of items and services to be sold by VENDOR, including a menu and prices if VENDOR sells food or snacks
	Submit a filled-out CREDIT CARD AUTHORIZATION FORM (If paying by Credit Card)
	Remit payment for FEES and CLEANING DEPOSIT (if applicable)
	Receive signed VENDOR SPACE RENTAL AGREEMENT from PPIR
	Submit CERTIFICATE OF LIABILITY INSURANCE and ADDITIONAL INSURED ENDORSEMENT to PPIR for review. (due with signed agreement)
	Receive approval from PPIR of CERTIFICATE OF LIABILITY INSURANCE and ADDITIONAL INSURED ENDORSEMENT
	Provide PPIR with copy of applicable government licenses and permits

Vendor space locations are not guaranteed and may be different from year to year. Once the space has been assigned, vendors may not move unless approved by PPIR management. If you have purchased power please make sure that you have the proper plugs and adapters. PPIR does not provide adapters.

**EMAIL YOUR COMPLETED APPLICATION TO
HEATHER@PPIR.COM**

**PPIR WILL REACH OUT TO YOU REGARDING
YOUR APPLICATION STATUS AND APPROVAL.**



CREDIT CARD AUTHORIZATION FORM

I authorize Pikes Peak International Raceway, LLC to charge my Credit Card for any amounts due from me or my company per applicable agreement, purchase, rental, order or registration.

Reference Name/Company	
Date	
Cardholder Name	
Billing Address with Zip Code	
Telephone # and Email	
Amount to be Charged	\$
Type of Credit Card <i>MasterCard – Visa</i> <i>American Express - Discover</i>	
Credit Card Number	
Expiration Date	
CVV	
Cardholder Signature	

VENDOR SPACE RENTAL TERMS AND CONDITIONS



The SPACE location shall be determined by PPIR in its sole discretion. All VENDOR personnel must have a VENDOR PASS. At its own expense, the VENDOR shall provide any tents, trailers, trucks, vehicles, furniture, signage, equipment, supplies (together the **ASSETS**); and, labor and management to adequately set-up and tear-down its SPACE; and, to conduct its business or activity at the FACILITY in a safe and professional manner. All VENDOR's ASSETS shall stay within its SPACE. PPIR may designate a location at the FACILITY for VENDOR store excess ASSETS. VENDOR agrees that PPIR is not liable for any damage or theft of ASSETS due to any reason. VENDOR shall tie-down or secure all tents and canopies to a safe weight system; and, shall place weight spreading wood blocks under all trailer jacks and landing gear to prevent damage to pavement. VENDOR shall not attach anything to buildings, light poles or walls of the FACILITY, nor drive any stakes in the pavement or ground of the FACILITY, nor drive any vehicle on the FACILITY'S race tracks. VENDOR agrees that PPIR is not liable for damage to VENDOR's ASSETS due to electricity surges, low voltage, or outage. PPIR shall, in its sole discretion, require VENDOR to stop the use of generators, equipment or activities that produce loud noise, noxious odor or other nuisance. VENDOR will not use the PPIR, FACILITY or EVENT Name or logo without the expressed written consent of PPIR. VENDOR shall comply with PPIR's Rules and Regulation posted at the FACILITY.

VENDOR shall keep SPACE and surrounding area clean of trash, empty boxes and other debris. VENDOR shall remove from the FACILITY all its trash, boxes, food, grease, oil and any ASSETS brought into the FACILITY that is not sold to customers. VENDOR shall not dispose of any grease, oil or wastewater into the FACILITY's storm drains or plumbing, or onto the ground. If VENDOR violates the terms of this paragraph, the VENDOR agrees to pay PPIR a penalty of \$500 plus the actual cost of cleaning up or storing any of VENDOR's trash, boxes, food, grease, oil and any ASSETS remaining at the FACILITY after the RENTAL PERIOD end date. After the RENTAL PERIOD and PPIR's verification that the SPACE is clean, PPIR shall return the CLEANING DEPOSIT within 5 days of the RENTAL PERIOD end date.

VENDOR shall not cause any damage to the FACILITY. VENDOR shall pay to PPIR the cost of repair of any damage to the FACILITY that is caused by the VENDOR including but not limited to environmental contamination of the FACILITY and surrounding properties. PPIR shall, in its sole judgment, determine the cost to repair the damage. VENDOR shall pay PPIR said cost plus a 20% administration fee immediately upon notice by PPIR. If VENDOR has provided a credit card for payment of fees due pursuant to this AGREEMENT, then the VENDOR authorizes PPIR to charge said credit card for the damage repair cost and administrative fee.

VENDOR shall not sell any of the following items: alcohol beverages, marijuana & marijuana-based products; weapons; firearms; fireworks; pornography; merchandise displaying racist, pornographic or profane language, obscenities or images; controlled substances; or, any other items or services prohibited by law. For the 2023 PPIR event season all beverages (carbonated and non-carbonated, non-alcoholic drinks) sold at PPIR MUST be PepsiCo products. No other vendor beverages will be permitted at PPIR unless stated in writing from management. All vendors must purchase PepsiCo products from Pikes Peak International Raceway.

VENDOR shall pay PPIR the BALANCE at least 14 days prior to the RENTAL PERIOD. Any other amounts due PPIR from VENDOR pursuant to this agreement shall be paid by VENDOR to PPIR immediately upon notice by PPIR. If any amounts due PPIR under this agreement are past due, VENDOR shall pay PPIR all costs of collection of the amounts due, including attorney fees and court costs.

VENDOR may cancel rental of the SPACE by delivering to PPIR a written request of cancellation at least 60 days prior to the RENTAL PERIOD; and, PPIR shall return to VENDOR, within 30 days of the cancellation, any CLEANING DEPOSIT remitted plus any FEES remitted less a 20% cancellation fee. No refunds of FEES remitted will be made for cancellations by the VENDOR within 60 days of the RENTAL PERIOD or for no-shows of the VENDOR; however, any CLEANING DEPOSIT remitted shall be refunded. PPIR may terminate this AGREEMENT without out cause, 10 days prior to the RENTAL PERIOD by notifying VENDOR and refunding any FEES and CLEANING DEPOSITS remitted by VENDOR. If *force majeure* causes a cancellation or curtailment of the EVENT, PPIR shall have no liability to the VENDOR except for the refund of the CLEANING DEPOSIT. If the EVENT is cancelled or curtailed for any other reason, PPIR's maximum liability to the VENDOR is the refund FEES and CLEANING DEPOSIT remitted.

VENDOR shall comply with all applicable City of Fountain, El Paso County and State of Colorado regulations, laws, permitting, licensing and inspection requirements in connection the VENDOR's business and operations including but not limited to a City of Fountain Business License; and, food and snack vendors having an El Paso County Retail Food Establishment License. If VENDOR does not have all government required licenses, permits and inspections, then without liability to PPIR, PPIR may eject from the VENDOR from the FACILITY. VENDOR is responsible for the payment of all sales and income tax in connection with its sales and business.

VENDOR shall hold harmless, indemnify and defend PPIR and its staff, managers, officers and affiliates from any and all claims, losses, damages, expenses, costs, actions, obligations, and liabilities of any kind, including attorney's fees and costs through appeal, whether by reason of bodily injury or death of the person or of damage to the property of third persons, arising out of any claim, action, suit, proceeding, or appeal, which results from the act, omission or inaction of VENDOR. This clause shall survive the termination of this AGREEMENT or end of RENTAL PERIOD.



VENDOR INSURANCE REQUIREMENTS

DUE UPON EXECUTING THIS AGREEMENT

During the RENTAL PERIOD, VENDOR shall have in effect insurance types, including endorsements and with minimum limit amounts as shown in the Example Certificate Of Liability Insurance and Example Additional Insured Endorsement. VENDOR shall provide PPIR with a Certificate Of Liability Insurance (COI) on the most current ACORD 25 Form and an Additional Insured Endorsement on an ISO CG20260413 Form (AIE) at least 10 days prior to the RENTAL PERIOD for review by PPIR. Approval of the COI and AIE as meeting these VENDOR INSURANCE REQUIREMENTS shall be in PPIR's sole discretion. VENDOR agrees that it shall not enter the FACILITY unless PPIR has approved the COI and AIE. If PPIR does not approve the COI and AIE by the start of the RENTAL PERIOD, PPIR may terminate the AGREEMENT without further obligation of the parties; and, PPIR shall refund to VENDOR any CLEANING DEPOSIT and FEES remitted.

Example Certificate of Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)				
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER NAME and ADDRESS of PRODUCER/AGENT	CONTACT NAME: required information PHONE (AG, Ho, Ext): required information FAX (AG, Ho) E-MAIL ADDRESS: required information	INSURER(S) AFFORDING COVERAGE INSURER #: NAME OF INSURANCE COMPANY PROVIDING COVERAGE INSURER #: NAME OF INSURANCE COMPANY (add table) INSURER #: NAME OF INSURANCE COMPANY (add table) INSURER #: NAME OF INSURANCE COMPANY (add table) INSURER #: NAME OF INSURANCE COMPANY (add table)				
INSURED VENDOR LEGAL NAME and ADDRESS (This name must be the same as person or company named in the Vendor Space Rental Agreement)						
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:				
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSR LITE	TYPE OF INSURANCE	APPLICABLE RSD/WRD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT (Per Occurrence/Aggregate) \$ 300,000 MEDICAL EXPENSES \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 PRODUCTS-COMPLETED \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNERS <input type="checkbox"/> DRIVER <input type="checkbox"/> HIREDD <input type="checkbox"/> ALTOSS ONLY	<input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Per Occurrence) \$ 1,000,000 OCCUPANT LIABILITY (Per person) \$ MEDICAL EXPENSES (Per occurrence) \$ PROPERTY DAMAGE (Per occurrence) \$
	<input checked="" type="checkbox"/> UMBRELLA/LIAB <input checked="" type="checkbox"/> PRODUCTS LIAB <input type="checkbox"/> COI <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/>	If the INSURED has Umbrella or Excess Liability Insurance, the CERTIFICATE HOLDER shall be named ADDITIONAL INSURED on the Umbrella or Excess Liability Insurance.	The above policy(ies) must be effected during the term of the RENTAL PERIOD described in the VENDOR RENTAL AGREEMENT.		EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE FOR EACH OCCURRENCE (Per Employee) (Mandatory in ME) \$ 0.00 - \$ 100,000.00 (Mandatory in HI) (Mandatory in IL) (Mandatory in IN) (Mandatory in MD) (Mandatory in MI) (Mandatory in MN) (Mandatory in NY) (Mandatory in RI) (Mandatory in VT)	<input type="checkbox"/>				PER ANNUAL \$ PER EMPLOYEE \$ PER OCCURRENCE \$ 500,000 PER OCCURRENCE - EMPLOYEE \$ 500,000 PER OCCURRENCE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks tabular, may be included if appropriate)						
BY ENDORSEMENT TO THE INSURANCE POLICY(S) LISTED ABOVE, THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED TO THE EXTENT OF THE TERMS OF THE VENDOR RENTAL AGREEMENT BETWEEN THE INSURED AND PIKES PEAK INTERNATIONAL RACEWAY LLC. SAID ENDORSEMENT IS ATTACHED.						
THE INSURANCE PROVIDED IS PRIMARY AND NON-CONTRIBUTORY.						
CERTIFICATE HOLDER				CANCELLATION		
PIKES PEAK INTERNATIONAL RACEWAY LLC RACEWAY 200 LLC NORTH PARK 200 LLC SOUTH 750 LLC 16650 MIDWAY RANCH ROAD FOUNTAIN, CO 80817				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		

Sample Additional Insured Endorsement



POLICY NUMBER: POLICY # INFO REQUIRED

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

PIKES PEAK INTERNATIONAL RACEWAY LLC
RACEWAY 200 LLC
NORTH PARK 200 LLC
SOUTH 750 LLC
16650 MIDWAY RANCH ROAD
FOUNTAIN, CO 80817

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.