



## 2017 GOLF CART PERMIT APPLICATION

### 1. ELIGIBILITY & INSURANCE

13929 State Route 118 | New Weston, Ohio 45348  
Phone: (937) 338-3815 | Fax: (937) 338-3167

### **IMPORTANT INFORMATION**

**PLEASE READ CAREFULLY AS THIS GOLF CART PERMIT APPLICATION HAS CHANGED**

This document includes important information regarding 2017 Golf Cart Permits for Eldora Speedway, Inc. ("Eldora"):

The Eldora Golf Cart Permit ("Golf Cart Permit") remains the property of Eldora and is a privilege that can be revoked without cause. Each client shall apply for the Golf Cart Permit by completing the proper paperwork and submitting the appropriate insurance documentation, at which time you will be considered for approval. Please read the following requirements for consideration of a Golf Cart Permit:

#### **ELIGIBILITY:**

An advanced ticket order, business contract or approved entry application must be on file with Eldora to be issued a Golf Cart Permit. The insured listed on the Proof of Insurance should match that of the individual and/or Individual and/or Company name on the application. Only golf carts will be permitted on Eldora property and all golf carts will require a Golf Cart Permit. Eldora requires the make, model and serial number for the equipment to be permitted.

Golf Cart Permits are valid through the final event of 2017, the final day of your insurance coverage – until proof of coverage through November 2017 is provided – or if suspended by Eldora or the Darke County Sheriff Deputies (whichever comes first).

#### **INSURANCE:**

You must submit Proof of Insurance along with your request. Comprehensive Coverage is required for individually-owned and operated carts, including: evidence of Collision Damage Liability; Bodily Injury and Property Damage Liability; and Accessory Coverage. Golf carts owned and/or operated by businesses should show evidence of Commercial General Liability; Worker's Compensation and Employer's Liability.

Please submit both your completed application and Proof of Insurance at the same time and in the same manner. You may do so: 1) via USPS or courier to the address above or 2) by fax to (937) 338-3167 or 3) scan to [office@EldoraSpeedway.com](mailto:office@EldoraSpeedway.com).

**\*\*\*PHOTO I.D. REQUIRED – NAME & SIGNATURE MUST MATCH APPLICATION\*\*\***

#### **COST:**

The advance (deadline is 7 days prior to the Event Weekend) price for a 2017 Golf Cart Permit is \$50 per golf cart (\$55 via Credit Card). Applications received within 7 days of an Event Weekend and on-site registration will be charged an additional \$25. This fee is non-negotiable and payable to Eldora Speedway, Inc., upon approval of the application. Credit Card information and signature required for charge authorization. Golf Cart Permits are not issued until payment is made in full.

#### **PICKUP & PLACEMENT:**

Pre-paid Golf Cart Permits are available for pickup, beginning the first day that campgrounds are officially open for parking, at the camper registration. **Golf Cart Permits will NOT be mailed.** Additional Golf Cart Permits may be applied for and purchased. For security purposes, **ALL** Golf Cart Permits must be affixed as directed on the left side of the cowl or windshield (steering column is not permitted). All credentials are tamper evident and cannot be transferred.



## **2017 GOLF CART PERMIT APPLICATION**

### **2. PERMIT TERMS & CONDITIONS**

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### **ELDORA GOLF CART PERMIT TERMS AND CONDITIONS**

1. **AGREEMENT:** This document properly executed by Individual and/or Company, shall upon written acceptance by ELDORA constitute a valid and binding agreement and unless terminated earlier in accordance with its provisions herein, shall continue through midnight on the day immediately following the completion of the last Event Weekend as identified in the published 2017 Event Schedule. Individual and/or Company represents and warrants that all the information provided by Individual and/or Company is and shall remain true and correct. Individual and/or Company warrants that it and its agents, employees, guests and authorized users shall comply with the terms of this Agreement.

2. **FEES:** In consideration of the rights granted by ELDORA to Individual and/or Company hereunder, Individual and/or Company agrees to pay ELDORA the Golf Cart Permit fee in the amount as indicated on the Request Form, if applicable, per Golf Cart Permit requested. All monetary obligations owed to ELDORA hereunder are due and payable in full at the time of confirmation of Golf Cart Permit availability for the Term, unless prior arrangements have been agreed to in writing by both parties. No Equipment will be registered and no Golf Cart Permit will be issued until such payment is received. In the event a replacement golf cart permit is needed, Individual and/or Company must surrender previously issued Golf Cart Permit, and will only, at that time, be granted a replacement. In the event a Golf Cart Permit is lost and or stolen, Individual and/or Company hereunder, is obligated to pay the FULL replacement costs of Golf Cart Permit to ELDORA, and will not be granted a replacement until payment has been received, unless otherwise agreed upon in writing by both parties. Any Golf Cart Permit requests received within 7 days of an Event Weekend or on-site will be charged an additional twenty-five dollar (\$25.00) processing fee. ALL GOLF CART PERMIT FEES ARE NON-REFUNDABLE.

3. **USE:**

(a) **Golf Cart Permit:** Golf Cart Permits ("Permit") are non-transferable and must be permanently affixed to the front left side cowl or windshield. Individual and/or Company must report to the ELDORA Golf Cart Registration (the "Compound") during the first day of the first Event Weekend for which a Permit is issued, and the required Permit will be applied by an authorized ELDORA employee or representative. Failure to display Permit may result in impoundment and subject to additional fees. Permits do not grant Equipment access to grandstand, concourse, infield, pit area or other secured areas of Speedway property. At any and all times during the Term, ELDORA or Speedway retains the right to revoke Equipment or Permit privileges should they be abused or used improperly. Permits become null and void on the last day of the preceding month in which Individual and/or Company's insurance policy expires. Individual and/or Company must submit new Proof of Insurance to receive a replacement Permit.

(b) **Rules and Regulations:** Individual and/or Company shall observe and abide by the Golf Cart Permit Rules and Regulations attached to this document as Exhibit A and incorporated herein by reference, and with any additional rules or regulations that hereafter may be adopted and announced by ELDORA (collectively, the "Rules and Regulations"). Individual and/or Company acknowledges and understands that each Speedway may have different or additional rules and regulations, and policies and procedures regarding Equipment use and that it is Individual and/or Company's responsibility to ensure that it has obtained and understands all applicable rules and regulations, and policies and procedures. Individual and/or Company shall ensure that its employees, agents and other authorized users of Permits issued under this Agreement shall be given a copy of all referenced Rules and Regulations.

(c) **Accidents; Damage or Loss:** Should Individual and/or Company or Individual and/or Company's Equipment cause or become involved in an accident of any kind, regardless of the seriousness, the operator of Individual and/or Company's Equipment must stop and contact the Darke County Sheriff Deputies, Speedway Security and ELDORA representatives, and in such event the operator of the Individual and/or Company's Equipment must remain at the accident scene until Deputies and/or ELDORA personnel advise they may leave. ELDORA shall not be responsible for damage or loss to Individual and/or Company's Equipment or personal property left in or around the Equipment.

4. **INSURANCE:** Individual and/or Company shall maintain, at its own cost and expense throughout the duration of the Agreement the following policies of insurance, with carriers reasonably acceptable to ELDORA (i) Commercial General Liability including coverage for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, Contractual Liability and Mobile Equipment and (ii) Workers' Compensation and Employer's Liability covering all its employees with statutory Worker's Compensation and Employers' Any deductibles or self-insured retentions will be the responsibility of Individual and/or Company, and may not exceed \$5,000 per occurrence. All such policies shall contain a waiver of subrogation endorsement waiving all rights of recovery against ELDORA, its parent companies, subsidiaries, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each. All insurance policies required will be primary and non-contributory to any insurance or self-insurance of ELDORA and any of its parent companies, their subsidiaries, related and affiliated companies. Upon execution of this Agreement, Individual and/or Company shall provide certificates of insurance to ELDORA as evidence that policies specified in this section providing the required coverage, conditions, and limits are in full force and effect. Individual and/or

Company represents and warrants to notify ELDORA within two (2) days of receipt of cancellation notice should any of the above described policies cancel prior to the expiration date. The fulfillment of the insurance obligations hereunder, however, shall not otherwise relieve Individual and/or Company of any liability assumed by Individual and/or Company hereunder or in any way modify Individual and/or Company's indemnity obligations. The provisions of this section shall survive the expiration or termination of this Agreement.

5. INDEMNIFICATION: INDIVIDUAL AND/OR COMPANY AGREES TO ASSUME ALL RISKS INHERENT TO THE OPERATION AND USE OF THE EQUIPMENT AT THE SPEEDWAY AND SHALL INDEMNIFY, PROTECT, DEFEND, AND HOLD ELDORA SPEEDWAY, INC.; ELDORA HOLDINGS, INC.; TRUE SPEED ENTERPRISES, INC.; TRUE SPEED COMMUNICATIONS, LLC; CHAMPION PROPERTIES; INC.; ANTHONY W. STEWART; AND/OR EACH OF THEIR SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS RELATED TO THE OPERATIONS SUBSIDIARY AND AFFILIATED COMPANIES , AS WELL AS THEIR RESPECTIVE SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, AND EACH OF THEM (INDIVIDUALLY "INDEMNIFIED PARTY" AND COLLECTIVELY "INDEMNIFIED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, INJURIES, SUITS, ACTIONS, CAUSES OF ACTION, CHARGES, JUDGEMENTS, COSTS AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES AND COURT COSTS) AND LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY WHATSOEVER (INDIVIDUALLY "CLAIM" AND COLLECTIVELY "CLAIMS") ARISING IN WHOLE OR IN PART FROM INDIVIDUAL AND/OR COMPANY'S OPERATION, USE OR MISUSE OF THE EQUIPMENT OR CREDENTIAL, TO THE EXTENT SUCH CLAIM IS CAUSE IN PART OR IN WHOLE BY THE ACT, NEGLIGENCE, FAULT OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY INDIVIDUAL AND/OR COMPANY, OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS, INVITEES OR OTHERS AUTHORIZED BY INDIVIDUAL AND/OR COMPANY TO OPERATE AND OR USE THE EQUIPMENT. INDIVIDUAL AND/OR COMPANY RECOGNIZES AND AGREES THAT INCLUDED IN THIS INDEMNIFICATION CLAUSE, BUT NOT BY WAY OF LIMITATION, IS INDIVIDUAL AND/OR COMPANY'S ASSUMPTION OF ANY AND ALL LIABILITY FOR INJURY, DISABILITY AND DEATH OF WORKMEN AND OTHER PERSONS CAUSED BY THE OPERATION, USE, MISUSE, CONTROL, HANDLING, TRANSPORTION OF EQUIPMENT OR CREDENTIAL BY INDIVIDUAL AND/OR COMPANY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

6. MISCELLANEOUS: All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered to, or sent registered or certified mail, return receipt requested, first class postage prepaid to the parties at such addresses indicated in the Registration Form. Either party may change the address or facsimile number to which such communications are to be directed by giving written notice to the other party in the manner provided in this Agreement. Nothing contained herein or done pursuant hereto shall construe a partnership or joint venture between the parties hereto, and neither party shall become bound by a representation, act or omission of the other. This Agreement shall not be assignable, whether by operation of law or otherwise, by any party hereto without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted assigns. This Agreement constitutes the entire Agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written of the parties. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. Neither party is relying on any promise, statement or representation other than those expressly written in this Agreement. In the event that any provision, or part thereof, of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or parts thereof, shall not in any way be affected or impaired thereby. This Agreement and the rights and obligations of the parties hereto shall be construed under the laws of the State of Ohio, without giving effect to the principles of comity or conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective officers thereunto duly authorized, as of the date below.

ELDORA

By: \_\_\_\_\_ (sig.) Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: Golf Cart Permit Registrar

INDIVIDUAL AND/OR COMPANY

By: \_\_\_\_\_ (sig.) Date: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_



## **2017 GOLF CART PERMIT APPLICATION EXHIBIT A – RULES & REGULATIONS**

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### **EXHIBIT A**

#### **ELDORA GOLF CART RULES AND REGULATIONS**

Individual and/or Company acknowledges and agrees to abide by any and all rules and regulations, and policies and procedures of ELDORA, including but not limited to the following, during the Term of this Agreement. Failure to do so could result in impoundment or revocation of Golf Cart Permit and/or Equipment privilege.

1. The use of Equipment is restricted to personal transport use only – no joy riding;
2. Only valid-licensed drivers who are eighteen (18) years of age or older and authorized by Individual and/or Company, are allowed to operate Equipment;
3. DO NOT use Equipment as a means for product sampling or couponing;
4. DO NOT take Equipment off of Speedway property;
5. DO NOT park Equipment in unauthorized areas of Speedway property;
6. DO NOT leave Equipment unattended unless, the ignition key is switched off, key removed and secured by lock and chain.
7. DO NOT exceed the maximum passenger or weight capacity of Equipment;
8. DO NOT allow passenger(s) to sit on or about areas on Equipment not specifically designed for seating including, but not limited to, the front cowl or in cargo box;
9. DO NOT allow passenger(s) to stand while Equipment is in operation;
10. DO NOT use cellular phones or personal data devices while operating Equipment;
11. DO NOT operate Equipment while under the influence of any quantity of alcoholic beverages, marijuana, narcotics, illegal substances whatsoever, whether or not prescribed by a physician;
12. ALWAYS ensure passengers are seated and ready before operating Equipment;
13. ALWAYS maintain a safe and cautious speed during operation. The maximum speed limit on Eldora property is WALKING SPEED unless otherwise posted;
14. ALWAYS use extreme caution in highly congested areas, including but not limited to hospitality and display areas, concessions areas, souvenir areas, crosswalks, entrances to infield, etc.;
15. ALWAYS use headlights at night;
16. ALWAYS report any accidents or incidents Equipment is involved in to the Darke County Sheriff Deputies, Speedway Security and to Eldora Officials at the time of occurrence.

Individual and/or Company acknowledges and understands that each Speedway may have different rules and regulations, and policies and procedures regarding Equipment use and that it is Individual and/or Company's responsibility to ensure that it has obtained and understands all applicable rules and regulations, and policies and procedures for Eldora Speedway, Inc.



## 2017 GOLF CART PERMIT APPLICATION 3. CREDIT CARD AUTHORIZATION FORM

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### Credit Card Payment Authorization Form

I (print name) \_\_\_\_\_ authorize Eldora Speedway, Inc. to charge the credit card account indicated in this authorization form in the full amount due for a(all) 2017 Eldora Golf Cart Permit(s), as well as any accrued fees that should arise during an Event Weekend.

I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card, Individual and/or Company; so long as the transaction corresponds to the terms indicated in this Application. Additional Fees are non-negotiable and non-refundable. They may include but are not limited to: (a) All Repair Costs for Eldora Speedway grounds/property (b) Impound Fees (c) Towing Fees.

Account Type:  VISA  MasterCard  Discover  American Express

Cardholder Name: (please print) \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ / \_\_\_\_\_  
(month) (year)

Billing Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Security Code: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Fax to: (937) 338-3167  
Scan to: office@EldoraSpeedway.com



# 2017 GOLF CART PERMIT APPLICATION

## 4. OWNER, USER & VEHICLE INFORMATION

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### THIS IS A LEGAL DOCUMENT – I UNDERSTAND THE FOLLOWING

**\*VIOLATION OF THESE RULES MAY RESULT IN LOSS OF TICKETING & CAMPING RENEWAL PRIVILEGES  
-IMPOUND OF GOLF CART FOR WEEKEND, REMOVAL OF OPERATOR FROM FACILITY AND/OR ARREST\***

1. Ohio Revised Code (ORC) 4519.40 **PROHIBITS** golf carts from being on **ANY** public roadways, right-of-ways, ditches or the crossing thereof at **ANY** time. Violators will be cited, fined and be subject to three days in Darke County Jail.
2. ORC 4511.19 **PROHIBITS** the **O**peration of a **V**ehicle under the **I**nfluence of alcohol or drugs – this includes bicycles and golf carts. Open containers/alcoholic beverages are not permitted in or on vehicles per State Law.
3. **Operators of golf carts must be 18 years of age and possess a valid state-issued driver license. Driver is responsible for maintaining one passenger per seat rule – no overloading of golf carts.**
4. All golf carts must be equipped with headlights.
5. Golf carts may not be operated during designated 'quiet times' (one hour following the final checkered flag until 6:30 a.m.)
6. Golf carts are to be operated at walking-pace, yielding to pedestrians and only using the designated parking lot and campground roadways. Excessive speed, driving on landscape, endangering others and/or damaging property will not be tolerated. Golf carts must be parked in designated areas only. They may not be chained to trees, signposts or fences nor impede fire lanes, entrance gates, building access, stairwells or designated A.D.A parking or seating.
7. Driving on the racetrack is strictly prohibited.
8. Additional Eldora Golf Cart Rules and Regulations are identified on Exhibit A, attached to this Application.

**\*ELDORA SPEEDWAY IS NOT RESPONSIBLE FOR ACCIDENTS, DAMAGES, INJURIES OR THEFT  
RESULTING FROM THE USE OF YOUR GOLF CART ON ELDORA PROPERTY\***

The undersigned, desires to have Eldora Speedway, Inc. ("Eldora") register the golf cart or mobile equipment, referenced below (the "Equipment") and issue a Golf Cart Permit ("Permit") solely for the purpose of personal transportation use at Eldora during the 2017 Event Weekends. Eldora is under no obligation to accept or approve this Application. Upon being accepted and approved in writing by Eldora, in its sole and absolute discretion, this Application, along with the attached Terms and Conditions and Rules and Regulations, shall together make up the 2017 Eldora Speedway Golf Cart Permit Credential Agreement (the "Agreement"). If this Request Form is accepted and approved by Eldora, the undersigned and its agents, employees, agents and authorized users hereby acknowledges and agrees to comply with the terms and conditions of the Agreement.

### 2017 Eldora Golf Cart Permit Request Form

Insured's Name on Proof of Insurance Must Match the Name on This Form

PLEASE PRINT LEGIBLY PLEASE PRINT LEGIBLY PLEASE PRINT LEGIBLY PLEASE PRINT LEGIBLY PLEASE PRINT LEGIBLY

NAME: \_\_\_\_\_ DRIVER LICENSE #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_ ON-SITE CELL PHONE: (\_\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

GOLF CART MANUFACTURER: \_\_\_\_\_

GOLF CART COLOR: \_\_\_\_\_

GOLF CART SERIAL #: \_\_\_\_\_

SEATING CAPACITY:  2  4  6

CAMPGROUND:  LOTS 1-5  ELDORA VILLAGE  NORTHSIDE