

Vendor/Subcontractor Insurance and Indemnity Agreement

This Insurance and Indemnity Agreement ("Agreement") is made and entered into as of the last date of execution by a party hereto ("Effective Date"), by and between , a company, with offices at ("Vendor") and ("Renter").

1. **Purpose of Agreement.** Vendor is providing goods or services at an event taking place at Daytona International Speedway ("Speedway") on ("Event") conducted by Renter. Daytona International Speedway, LLC ("Track") agrees to allow Vendor to enter the Speedway during the Event for this purpose subject to Vendor's compliance with the rules and regulations of the Speedway and the terms and conditions of this Agreement.

2. **Insurance.** Vendor agrees to secure and maintain a commercial general liability insurance policy having limits of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, naming as additional insured Daytona International Speedway, LLC, Renter, Levy Premium Foodservice Limited Partnership and their respective parent companies, their subsidiaries, limited liability and affiliated companies and each of their respective shareholders, members, officers, directors, agents, employees, trustees, receivers, successors, and assigns, the Daytona Beach Racing & Recreational Facilities District, City of Daytona Beach and the County of Volusia ("Indemnified Parties"). Vendor shall also secure the following types of insurance and minimum limits: (1) Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage liability; (2) Worker's Compensation Insurance, including employer's liability, with a One Million Dollar (\$1,000,000) limit with minimum limits statutory for all states of operation; (3) if serving alcohol, Liquor Liability with an each common cause limit of at least One Million Dollars (\$1,000,000) with a Two Million Dollar (\$2,000,000) aggregate. Each such policy shall be written on an occurrence-based form, with an insurance company rated A-VIII or better by the most current A.M. Best Rating Guide. Vendor will provide Renter a copy of vendors' certificate of insurance evidencing the coverage required in this paragraph prior to being granted access to the Speedway. Such insurance shall be primary and non contributory to any other insurance that may be available to the Indemnified Parties and provide a waiver of subrogation in favor of the Indemnified Parties. Insurance limits specified herein are minimums. Insurance coverage shall apply to the fullest extent of Vendor's insurance policy limits, or to the extent allowed by law, whichever is greater. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

3. **Indemnification.** Vendor shall indemnify, defend, hold harmless and/or provide contribution for the Indemnified Parties from and against any and all liability, loss, damage, expenses, court costs and attorneys' fees in connection with, arising out of or directly or indirectly, related to (i) any claim of loss or damage to property or of death or injury to persons, resulting from use of the products or services of Vendor; (ii) the acts or omissions or violation of any law, code, ordinance or otherwise (including but not limited to the Americans with Disabilities Act and analogous state or local laws relating to nondiscrimination and/or physical and/or technological accessibility for guests with disabilities) of Vendor; (iii) any claim of damage resulting from the acts or omissions of Vendor, its respective agents, employees, contractors or subcontractors; or (iv) any claim of damage resulting from the breach of this Agreement by Vendor. Vendor's obligation to defend hereunder shall not extend to claims which have been determined by a court of competent jurisdiction by final and non-appealable judgment or written settlement between the parties, to have resulted from the sole negligence, willful misconduct, or violation of law of an Indemnified Party.

4. **Third Party Beneficiary.** Vendor and Renter agree that Track, as the owner or leaseholder of the property where the Event will be held, is an intended third party beneficiary and has the right to enforce the terms and conditions of this Agreement.

Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

"Renter" "Vendor"

By: By:

Print Name: Print Name:

Title: Title:

Date: Date: