

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 Kansas Speedway Corporation ("Track").

- Purpose of Agreement.** Vendor is providing goods or services at an event taking place at _____ (*track name*) ("Speedway") on _____ (*date*) ("Event") conducted by a third party renting the Speedway from Track ("Renter"). 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.
- Insurance.** Vendor agrees to secure and maintain a commercial general liability insurance policy acceptable to Track having a combined single limit of at least One Million Dollars (\$1,000,000), naming Kansas Speedway Corporation, Renter and their respective parent companies, their subsidiaries, limited liability and affiliated companies and their respective shareholders, members, officers, directors, agents, employees, trustees, receivers, successors, and assigns ("Indemnified Parties") as additional insured. 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 with minimum limits statutory for all states of operation, including employer's liability with limits of not less than Five Hundred Thousand Dollars (\$500,000). Vendor will provide Renter and Renter will deliver to Track 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. Should the above described policy(ies) be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- Indemnification.** Vendor shall indemnify, defend and hold the Indemnified Parties harmless 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) any claim of damage resulting from the acts or omissions of Vendor, its respective agents, employees, contractors or subcontractors, or (iii) any claim of damage resulting from the breach of this Agreement by Vendor. Vendor's obligations hereunder to defend shall extend to claims alleging the sole negligence, willful misconduct or violation of law of an Indemnified Party when combined with other claims triggering Vendor's obligation to indemnify, provided however that upon the final adjudication by a court of competent jurisdiction or written settlement between the parties, Vendor shall be reimbursed for the portion of fees or losses so adjudicated as the responsibility of an Indemnified Party.

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.

Kansas Speedway Corporation

“Track”

“Vendor”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____