

## APPENDIX A

### RULES AND REGULATIONS

In consideration of Nola Motor Club, LLC ("Company" or "NMP") agreeing to enter into a Track and Facility Rental Agreement with Tenant for use of the facility known as NOLA Motorsports Park, Tenant specifically agrees to follow these Rules and Regulations which are designed to promote safety for Event attendees. These Rules and Regulations are subject to revision from time to time. Violations of these Rules and Regulations may result in interruption of an Event, expulsion of individuals from an Event, or cancellation of an Event.

#### 1. ACCESS TO THE FACILITY

- a. **Waiver Policy.** All persons entering NOLA Motorsports Park ("NMP") property (the "Facility") are required to sign an Assumption of Risk, Release, and Waiver of Liability Agreement.
- b. **Minors.** All minors must be under the direct supervision of an adult at all times.
- c. **Entrance Fee.** Any Tenant or Client of NMP seeking to charge an admission fee must seek prior written approval from NMP.
- d. **Vendors.** All companies and individuals seeking to sell anything of value on NMP property, including but not limited to retail merchandise, automobile parts or accessories, and clothing, must seek written permission to vend prior to entering the Facility. This restriction specifically applies to all Tenants and Clients of Nola Motorsports Park and their designated vendors. This restriction also applies to all professional services, including but not limited to commercial photography. All vendors, upon receiving written permission to vend and a permit by Nola Motorsports Park, are responsible for compliance with all local, state, and federal laws, including the payment of sales tax, when applicable.
- e. **Gate Closure.** Access to the Facility for Event participants is strictly limited to the access hours agreed upon by the Parties.
- f. **Pets.** All pets must be kept on a leash or within a confined space (car, RV, transporter area, etc.,) and all pet waste must be removed and properly disposed of.

#### 2. DUTIES OF TENANT.

- a. **Overall Responsibility of Tenant.** Tenant is responsible for the conduct of all who enter the facility for the purpose of attending Tenant's Event ("Participants"). Tenant is also responsible for all of its Participant's property brought into the Facility. The Company, in its sole discretion, may cause the removal of any Participant and/or the Participant's property (such as personal property or vehicle).
- b. **Facility Rules and Regulations.** Tenant agrees to enforce these Rules and Regulations and inform all Participants of these Rules and Regulations.
- c. **Company's Rights of Interjection.** Tenant agrees and will enforce the right of the Company to bar, expel or fine any Participant in violation of any Rule or Regulation
- d. **Control of the Course.** Tenant shall have such authority and control as may be required for managing and conducting the Event, and Tenant shall be responsible for limiting access to the track to those duly authorized to enter it and excluding all other persons from the track.

- e. **Control of Event Personnel.** Tenant shall fully control and supervise the activities of all personnel and equipment brought onto the Facility by Tenant and agrees to ensure that such personnel conduct themselves, and all that equipment is used, in accordance with the provisions of these Rules and Regulations.
- f. **Adequate and Appropriate Staff.** Tenant shall provide an adequate number of experienced, qualified and trained staff to conduct the Event in a safe and responsible manner, or contract with Company to provide said staff. Company reserves the right to require Company's employees to staff critical positions, such as race control, at Tenant's expense, to be agreed upon by both parties. Tenant shall not operate any on-track activities unless the minimum required staff is on site and in their designated operating positions. Such staff may include:
  - i. **Corner Workers.** Trained and experienced corner workers.
  - ii. **Registration Attendant.** Individuals that will facilitate registration of attendees and coordinate access to the Facility.
  - iii. **Course Control Personnel.** Officials charged with the safe and effective conduct of all on track activities, and access to the track.
  - iv. **Official Contact Person.** A single contact person with whom the Company can communicate on a 24 hour basis throughout the Event and who will be in a position of overall authority with respect to all Tenant activities and responsibilities.
- g. **Public Events.** Tenant must seek approval from Company if any event is to be open to the public.
- h. **No Supervision or Interference.** Tenant shall, without supervision from the Company or any other person, conduct and be responsible for the registration, inspection, practice and program of activities at the Event.
- i. **Participant Ages.** No person under the age of 16 will be allowed in any hot pit location or to take part in any track activity without the prior express written approval of the Company in each instance. (This excludes Kart Track activities). Anyone under the age of 18 years as of the first day of the Event must have a waiver signed by a parent or legal guardian to be a Participant in the Event.

### 3. **VEHICLE USE OF THE TRACK AND PADDOCK AREAS**

- a. **Unauthorized Use of the Track(s).** Only authorized vehicles will be allowed to go on the NMP courses. Drivers and passengers must be participants in a formal track activity authorized by NMP and have signed the appropriate waivers.
- b. **Signage.** All signage must be approved in writing by NMP.
- c. **Track Direction.** Driving counter track direction is forbidden *at all times*. All road courses and pit lanes must be used only in a clockwise direction (Exception – The kart track which must be used only in the direction posted).
- d. **Paddock Speed Limits.** The Speed Limit for all vehicles in any paddock area is 15 miles per hour.
- e. **Pit Lane Speed Limits.** A speed limit is imposed for all vehicles in the pit lanes at all times. Unless otherwise approved by NMP the speed limit is 35 miles per hour.

- f. **ATV's and Other Paddock Vehicles.** The use of unlicensed vehicles such as mini-bikes, golf carts, scooters, four wheelers and dirt bikes shall be restricted to their use as service vehicles for participants in an Event and shall be used only in the paddock area and on paved surfaces and only during Event hours. Only licensed drivers/riders shall use such vehicles. Children are specifically prohibited from using such vehicles in the paddock or on any of the general or public access areas. NMP reserves the right to further restrict the use of these vehicles if, in the sole discretion of NMP such use is a danger or annoyance to other persons.
- g. **Driving/Riding While Impaired.** No vehicles shall be driven or ridden on any NMP property by any person who has consumed alcohol or drugs.
- h. **Sound Limits.** NMP retains the right to impose noise restrictions on participating cars, motorcycles and karts.

#### 4. **BEHAVIOR**

- a. **Use of Alcohol.** All State, Parish and other regulatory liquor laws and regulations will apply. No alcoholic beverages may be consumed in the pit or paddock areas until 30 minutes after the end of the final event or track activity of each day.
- b. **Substance Abuse.** No use of controlled substances is permitted at NOLA Motorsports Park.
- c. **Fireworks and Weapons.** No fireworks, firearms or weapons of any kind are permitted at NMP.
- d. **Noise in the Paddock.** No loud music or boom-boxes are permitted without the permission of NMP.
- e. **Noise Time Limits.** NMP reserves the right to implement quiet times particularly with respect to engine noise and loud music.

#### 5. **DAMAGE TO NMP PROPERTY**

- a. **Damage to NMP Property.** Anyone who causes damage to NMP property, including equipment, buildings, vehicles, fences, safety systems, grass and landscaped areas will be held responsible for all costs relating to replacement or repair. Tenants shall be jointly liable for the cost of repairing such damage caused by attendees to their Event.
- b. **Damage to Paved Surfaces.** No holes or any other damage may be caused to any paved surfaces. Tents and canopies must be held down by weights as no tent pegs of any kind are allowed. Flat blocks or wood squares should be used to absorb weight beneath any equipment that may cause damage to the surface, such as trailer legs, jack stands and kart stands.
- c. **No Painting or Markings on Paved Surfaces.** Under no circumstances is it permissible to paint, mark or otherwise deface any portion of any paved surface, and specifically any race surface, including the track, curbs, or pit lanes. This expressly includes markings on the surface intended to provide guide points to braking, turning or other driving situations.
- d. The following are costs that Tenants renting the facility shall pay NMP for damage caused during an Event. These costs shall also apply to the individuals causing the damage:
  - i. **Asphalt.** Tenant acknowledges that the asphalt surface applied at the Facility is of high quality and repairs thereto are very costly. Tenant agrees to so advise the

Participants, and will monitor and control all activities which may result in damage to asphalt surfaces. Tenant will further take such reasonable steps as are necessary to protect and maintain these asphalt surfaces. Such steps may include requiring Participants: to place flat boards under jack stands in order to spread loads, especially during high temperature conditions; to refrain from driving pegs such as those retaining tents and awnings into asphalt surfaces; and ensuring prompt clean-up of all gas, oil, hydraulic, brake, and other fluids. Tenant will pay the Company an amount equal to \$100.00 per square foot for all asphalt damage sustained during the Event.

- ii. **Guard Rails.** Tenant will pay the Company an amount equal to \$300 per section of guardrail that is damaged during the Event in addition to labor costs required for installation which shall be \$50 per professional per hour and \$100 per piece of machinery, including operator, per hour of operation.
- iii. **Tire Barriers.** Tenant will pay the Company an amount equal to \$25 per foot for all tire barriers that are damaged during the Event.
- iv. **Fencing.** Tenant will pay the Company an amount equal to \$15 per foot for all fencing that is damaged during the Event.

## 6. PADDOCK CAMPING

- a. **Campfires.** Open and ground fires are not permitted. Barbecues, hibachis and like heating and cooking equipment may be used only in defined areas.
- b. **Electricity and RV Hook-Ups.** No one may use any NMP electrical or waste hook-up facilities at any time without the consent of NMP and the use of such facilities will be subject to fees payable in advance of use.

## 7. SAFETY, PUBLIC HEALTH AND HAZARDOUS MATERIAL CONTROLS

***NMP will enforce strict compliance with rules relating to waste and hazardous materials, their containment and actions required to recover or repair surfaces affected by any spills.***

- a. **Waste Products.** NMP shall erect, at various locations in the paddocks, a number of collection facilities for used fluids and waste materials. Participants are required to make use of these for all waste material and fluid disposal, using the appropriate receptacles (as identified on each drum).
- b. **Hazardous Material Control.** Spills may occur whereby fluids such as oils, hydraulic and brake fluids, gasoline, anti-freeze, battery acid, etc., leak out of a vehicle or other containment device and can cause significant damage to paved and grass surfaces and the environment as well as creating dangerous situations for track users and other participants. All spills must be treated immediately on occurrence. NMP management must immediately be advised of all spills. No hazardous materials may be brought onto the site except those specifically approved by NMP for the Event.
- c. **Trash and Waste Disposal.** All trash shall be deposited in trash containers. NMP reserves the right to set fees for the disposal of any items left at the track that must be disposed of by a disposal company, including items such as used tires, batteries, fuel barrels, etc. Do not place any petroleum products in trash containers.

- d. **Combustible Materials.** All oxygen, acetylene, propane and other pressurized cylinders with combustible gas must be securely fastened to a carrier.
- e. **Fences.** Climbing on any fence is strictly prohibited. Jumping over any fence is strictly prohibited; access to the Facility is permitted only at designated entry gates.
- f. **Fire Extinguishers.** Each Participant who will engage in a driving activity must have an appropriately rated fire extinguisher available and in good working condition in the pit and/or paddock area.

## 8. **Event Details**

- a. **Tents and Structures.** Only temporary structures approved by Company, including tents, shall be permitted.
- b. **Catering.** All food and beverages shall be provided by NMP
- c. **Lunch Hour.** The Schedule of Activities Tenant shall submit to Company shall contain a lunch hour during which time Tenant will not operate on the track portion of the Facility to allow staff and workers to rest and have lunch. During this lunch period, which shall be at or around noon, the Company will have the right to use the track for any purpose of its choice.
- d. **Inspection.** Tenant shall inspect the Track prior to the start of the Event to ensure, to Tenant's satisfaction, that the Track meets Tenant's appropriate use and safety requirements, and to note the condition of all physical elements of the Facility which might be subject to damage or abnormal wear and tear as a result of Tenant's use of the Facility. Tenant acknowledges and understands that it is entering the Agreement with the understanding that it does so with the Facility in an "As is" condition.
- e. **Conduct of the Event.** Tenant shall not use the Facility in any manner that will constitute a breach of any law, waste, nuisance, or unreasonable annoyance or a violation of the Rules and Regulations.
- f. **Payment Conditions.** Payments by Tenant to the Company shall be made by cash, certified check or credit card, unless approved by Company. Payments not made in accordance with prescribed schedules shall bear interest daily after the tenth business day from the respective date due at prime plus 5% as determined by the Company's chartered bank.
- g. **Emergency Response Vehicles.** The Company shall provide at Tenant's cost emergency response vehicles and ambulance service for each event.
- g. **Signage.** The Company will strictly enforce a Signage Code which will require that any signs posted by Tenant or Participants meet quality and aesthetic standards. None of the existing signage or advertising displays located at the Facility shall be removed or covered over by Tenant or any Participant. Further, no unauthorized notices of any kind may be pasted, taped, painted or written on any NMP surface, building, facility, equipment or structure.
- h. **Commercial Photography.** Photography for commercial use is permitted only upon written permission being granted by NMP. Commercial photographers shall be required to register with NMP. Commercial photographs taken at the NOLA Motorsports Park must be released to NMP.

**NMP reserves the right to impose additional rules and regulations at any time.**