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## 2022 TRACK RENTAL CONTRACT

This agreement is between San Francisco Region Properties, Inc., a California corporation, dba Thunderhill Raceway Park [Thunderhill] and: [User] \_\_\_\_\_

\_\_\_\_\_ [Individual]\_\_ [Partnership]\_\_ [Corporation]\_\_

By: \_\_\_\_\_ Tel # \_\_\_\_\_ E-Mail \_\_\_\_\_

**1. Licensed Areas:** Thunderhill hereby offers to User use of the following areas of Thunderhill Park located at 5250 Highway 162 in Glenn County, California. User selects from the following: areas identified below in accordance with the fees described in the Event worksheet "B"/Rate Card. Road Courses are defined alternatively as Thunderhill [3-miles]; West [2 miles] and/or the Five Miles of Thunderhill: b) Paddock c) Pit Lane; d) Skid Pad Areas- Big /Small; e) Club House-East or West e) Dirt-Off Road; and other such areas as may be defined in Event worksheet "B".

**1a - DESIGNATE AREA[S] TO BE USED:**

\_\_\_\_\_  
User hereby hires the above licensed areas from Thunderhill on the terms and conditions set forth in this contract.

**2. Event Date(s):** The right to use the licensed areas shall be solely for the purpose of conducting the following event: \_\_\_\_\_  
on the following dates: \_\_\_\_\_

**3. Event Times:** All track surface events are based on a 9am start with a 5pm end time. 8am to 4pm is available but must be negotiated in advance. Overtime can be purchased before and after the selected day hours for added fees. Lunch Breaks for the Track Officials MUST be observed. During daylight savings time events will end 1 hour before dusk or 4pm whichever is latest. Gates are open from 7am to 7pm. When camping is purchased, the gate will be staffed until 12pm. Overnight-gate staffing can be arranged in advance. Gate guard fees before and after 7 will be charged at the overtime rate.

**4. Guaranteed Minimum Rent/Non-Refundable Deposit:** User agrees to pay Thunderhill a GUARANTEED MINIMUM RENT for the use of the licensed areas hereunder. A NON-REFUNDABLE DEPOSIT of (50% of the surface rental fee), shall accompany both signed copies of this agreement when returned to Thunderhill.

**TOTAL TRACK RENT:** \$ \_\_\_\_\_ **DEPOSIT:** \$ \_\_\_\_\_

This contract was drafted on \_\_\_\_\_ 2022 using information provided by the user and must be returned to Thunderhill within thirty (30) days of this date. Upon receiving the contract and deposit, Thunderhill will execute and return one (1) original copy of the executed contract. Neither party is obligated to the other until the signed contract and deposit is received in the Thunderhill office.

Track Initial: \_\_\_\_\_ Page | 1 User Initial: \_\_\_\_\_

Once the contract is in place the balance of the track rent and additional expenses shall be paid in full no later than the last day of the event. In the event the deposit or guaranteed minimum rent are not received when due, Thunderhill shall have no obligation to make any portion of the licensed areas available to User and may rent the surface to a new customer with only such notice that can be achieved advising the original renter.

**5. Cancellation:** User shall have the right to cancel this agreement by written notice to Thunderhill no later than ninety (**90**) days prior to the event, in which case Thunderhill will keep the non-refundable deposit described in paragraph **3** (above) as a cancellation fee and neither party shall have any further liability to the other. User may not cancel an event after sixty (**60**) days prior to the event. If so, User shall be liable for the entire amount of guaranteed minimum rent, plus any cost or damages incurred by Thunderhill as a result of User's cancellation or failure to perform. Thunderhill may cancel the event at any time if in the best interests of the track with no liability other than the return of the deposit.

**6. Optional Cancellation Policy Due to Inclement Weather:**

This option is designed to assist customers with bookings where the probability of bad weather is higher than normal. It modifies only those conditions involving rental fees where inclement weather, defined as rain, snow and acts of nature, can adversely impact the Users event.

- a.** Option One: allows User to post a non-refundable \$1,800 over payment of the base rent. This overpayment of the base rental fee allows the user to pay only the deposit (50% of the base rent) as settlement for the rent for a cancelled event. Expenses/fees incurred by the track in preparation and execution of the "weather cancelled event" will be paid in addition to the forfeited deposit. These may include a minimum half day for medical, scheduled staff members who have reported to work, plus other offsetting expenses to be determined.
- b.** Option Two: allows User with multiple days with gross rental revenue exceeding \$100,000 in a year to cancel up to 2 times in one year provided they reschedule the cancelled event(s) on another date within the same calendar year. The customer will pay expenses and fees incurred by the track as noted above in Option One **[a]**.

**7. Rules Pertaining to Use of Licensed Areas:** It is the responsibility of the User to inspect the premises of the track surface and surrounding areas and ensure that it is suitable for the intended use. The licensed areas are being provided to User on an "**AS-IS**" basis with all burdens, circumstances, defects, faults, dangers, hazards, issues, whether latent or patent, with no warranties of any kind or nature whatsoever.

User agrees to abide by and observe the track rules and Public Health rules in effect at all times. User shall be responsible, at User's sole cost and expense, to communicate all Rules and Regulations of Thunderhill and Public Health to all participants and to enforce these rules as to User's personnel, employees, guests, invitees, and participants.

- (a)** User must submit a schedule of event activities, including start and ending times, nature of vehicles on track plus a completed Exhibit "B", prior to User's event.
- (b)** No vehicle may be started at the track before 7:30AM nor operated after 6:00PM. No vehicle shall produce sound levels exceeding **103 dBA**. Higher daytime sound levels may be purchased for additional fees. Sound levels before 9 am and after 5 pm must not exceed **101 dBA**. Thunderhill will randomly check noise levels using certified sound level measuring equipment during Users event.
- (c)** Use of the racetrack shall be confined to daylight hours not exceeding eight (8) hours including a one [1] hour lunch break. On-track access starts at 9:00 am and ends at 5:00 pm. Exceptions can be negotiated in advanced with additional fees paid.
- (d)** Lunch breaks for track officials are required by law and cannot be bypassed. Shifting tours can assist with staffing when endurance racing is in progress.
- (e)** No group, organization or individual may sell gate admissions to Thunderhill without executing a separate agreement with the track. This agreement will specify the terms, conditions, and distribution of proceeds from any gate sales. Thunderhill may initiate, collect, and retain gate/admission fees. A User impacted will be notified.

(f) The User understands that there may be other users of other portions of Thunderhill Raceway at the same time as the User's use of the contracted Licensed Areas and agrees to monitor and enforce non intrusion into other events by those operating under the Users event contract.

**8. User Responsible for Cleanup; Damage to Facilities:** User shall, at User's sole risk and expense, be responsible for:

- (a) Any and all damages to Thunderhill's electronic equipment, the racing surface, fencing, guardrails, buildings, utility vehicles, power outlets, and all other equipment, which may be used by the User in the licensed areas.
- (b) Cleanup, removal and disposal of trash, tires, mud, gas-cans, and other debris.
- (c) Cleanup and/or repair of damages cause by fuel or chemical spills or damage in any of the licensed areas during the term of this agreement, whether caused by User or by User's personnel, employees, guests, invitees, spectators, or participants.
- (d) Unauthorized materials placed in the oil-recycling receptacles. The User will pay for disposal, cleaning and handling imposed by the recycling oil pick up center.
- (e) Any and all damage to Thunderhill, perceived or real, to its business, name, or reputation and/or to that of its parent company, resulting from actions, printed or electronic information caused by the User.

The damages which Thunderhill may incur as a result of each breach of any element of this agreement would be difficult to measure, but would include such things as extra management costs and loss of public goodwill. As a result, the User and Thunderhill agree that User shall pay to Thunderhill the sum of \$2,000.00 for liquidated damages FOR EACH INCIDENT in violation of any of the above rules by User, or by User's personnel, employees, guests, invitees, spectators or participants, and that this amount is a reasonable estimate of damages incurred by Thunderhill. These liquidated damages shall be in addition to and not in lieu of the indemnification obligations set forth in the agreement and other remedies such as ejection from the facilities.

**9. Publicity:** User agrees that all advertising and publicity for the event shall contain a conspicuous and specific complimentary reference to "Thunderhill", with all rights reserved by Thunderhill and licensed non-exclusively to User for such expressed purpose.

**10. Vendors:** (a) No souvenir or apparel vendors shall be permitted on the property without prior expressed written approval of Thunderhill. This includes sale of Club merchandise. User must submit a list of all proposed vendors not later than thirty (30) days prior to the event as part of Exhibit 'B'. Thunderhill reserves the right (but without the obligation to do so) to open a novelty/souvenir store during all events.

(b) No fuel vendors shall be permitted on the property without prior expressed written approval of Thunderhill. User agrees to pay \$500 per occurrence for illegal transportation to or distribution of fuel on Thunderhill property. There will be a \$100 drop charge for each barrel fuel shipped to Thunderhill for use by participants. Drops must be arranged in advance with the raceway. Failure to do so may result in refusal to accept the shipment.

(c) User must assure that all vendors attending User event(s) provide Thunderhill Raceway Park with a certificate of insurance that states the insured's coverage and limits. Vendors without coverage will not be allowed on-site. Examples would be tire vendors, photographers, retailers, and special services.

(d) Thunderhill maintains a certified food concession service with licensed food handlers. No food service vendors shall be permitted on Thunderhill property. This includes services provided by caterers, individuals, vending trucks, or any other means. Food service needs must be coordinated with the Thunderhill Food Service Manager.

**11. Security:** Thunderhill requires a minimum of one (1) security guard on the main gate during all open hours. Either the gate has a security guard on duty or it is locked. For larger events or when circumstances dictate, an additional security guard may be required on the property. The

User shall pay the cost of all security as noted on the Exhibit "B"-worksheet. The User may request additional security personnel on the Exhibit "B" worksheet.

**12. Use of Support Staff:** Thunderhill can provide a wide range of specialty services to the User and encourages the User to help Thunderhill develop these resources for our mutual benefit. These would include flaggers, emergency, and pre-grid officials. (See Exhibit "B" worksheet). If User elects to provide these services from an outside source, User must demonstrate that these individuals, organizations, or companies comply with all state and federal laws pertaining to their role in the event. Circumventing the Thunderhill resource pool by direct solicitation of track officials is discouraged and could result in a detailed follow up regarding compliance with State and Federal laws pertaining to employees, independent contractors, and compliance with applicable employee practices laws.

**13. Additional Services:** A track supervisor provided by Thunderhill will be required for events. Other personnel, such as fire and safety or other technical persons may be obtained under contract with Thunderhill at rates set forth in Exhibit "B" worksheet for available track services. Medical services are exclusive to Thunderhill and may not be replaced with prior agreement.

**14. Electrical Services:** Electrical-plug-in access for User customers must be arranged in advance on the Exhibit "B" worksheet. Neither the User nor participants can plug into Thunderhill electrical service without permission from Thunderhill. Access to electrical breakers is prohibited. Our electrical pedestals are not sufficient to charge electric vehicles and should not be used.

**15. Participant Releases:** Only Thunderhill [K&K Insurance] waiver & release forms and/or electronic Speed Waiver may be utilized. User shall be responsible for seeing that waiver & release forms are signed by all participants, workers and other persons having access to the property including, but not limited to, the pit lane, the racetrack, and worker stations. These releases are the property of Thunderhill and may be provided to the User upon request. Use of additional release and waver forms is discouraged. If such releases are used, they will be provided to Thunderhill upon request for review and use as needed.

**16. Indemnification:** User agrees that Thunderhill shall not be liable for injury to User, User's employees, personnel, guests, invitees, or participants, from any cause, whether or not User provides the liability release required herein. User agrees and covenants to indemnify, defend and hold harmless Thunderhill and its officers & directors from and against any and all claims, demands, losses, expenses, liabilities and damages arising from the use of the licensed areas and the related facilities by User and User's employees, personnel, guests, invitees, and participants. Upon notice from Thunderhill, User shall defend all such claims at User's expense by counsel satisfactory to Thunderhill. User, as a material part of the consideration of this agreement, hereby assumes all risk of damage to property or injury to persons in, upon or about the licensed areas and related facilities arising from any cause. User hereby waives all claims in respect thereof against Thunderhill.

**17. Participant Insurance:** User shall provide, at User's sole expense, participant accident-insurance, in a form and with an insurer acceptable to Thunderhill, with a minimum of Ten-Thousand Dollars (\$10,000.00) accident medical expense benefits per person per incident covering every participant in the event. User shall deliver to Thunderhill a certificate of insurance in compliance with this provision not later than one [1] week prior to the event. If this insurance is to be arranged by Thunderhill, User shall notify Thunderhill in writing as part of the Exhibit "B" worksheet and pay the cost of the insurance on the final day of the event. No participant shall be allowed on Thunderhill property unless and until such insurance coverage is in effect as reflected by the effective date and time on the insurance certificate. Thunderhill reserves the right to accept or reject User's insurance. Thunderhill must be shown as an "Additional Insured" on said certificates of User coverage.

**18. General Liability Insurance:** User shall provide, at Users sole expense, a Commercial General Liability insurance policy with a combined single limit and general aggregate in the minimum amount of Five-Million Dollars (\$5,000,000.00) including public liability, participant liability, products and completed operations liability, personal injury, damage to premises rented to

User, incidental medical expense coverage and other coverage that is specifically required by this agreement. The general aggregate limit basis may be no greater than “per event” or “per location”. Said insurance will specifically reference providing coverage for any legal action arising from User events including all legal fees, responses, and court costs. The policies must be endorsed to be the primary and non-contributory to any other insurance available to the additional insured. The following entities must be listed as Additional Insured:

(a) San Francisco Region Properties Inc, dba Thunderhill Raceway Park, All Directors, Officers, Officials and Employees of Thunderhill”, and the “Sports Car Club of America, Inc., SCCA, and all Directors, Officials, Employees and persons or organizations engaged in operating, managing, sanctioning, or sponsoring the event, including any medical personnel”.

If General Liability insurance is to be arranged by Thunderhill, User shall notify Thunderhill in writing on the Exhibit “B” worksheet and pay the cost of the insurance on the final day of the event.

(b) Thunderhill reserves the right to request a copy of the actual insurance policies covering User’s event & activities and the right to accept or reject User’s insurance.

**19. Insurance requirements - Other:** User shall, at User’s sole cost and expense, comply with all requirements of the participant and general liability insurance policies in effect, including, but not limited to, certification, training and licensing of equipment, ambulances, medical personnel, corner workers, fire safety personnel, etc. required or supplied by User.

**20. Compliance:** User shall, at User’s sole cost and expense, comply with, and cause its employees, personnel, guests, invitees and participants, to comply with all city, county, state, and federal laws, ordinances, rules, regulations, public health protocols, and requirements pertaining to User’s occupancy and use of the licensed areas and conduct of the event, including without limitation such things as workers compensation insurance, reporting of income, payment of employee taxes, W-2’s, 1099’s, sound restrictions, curfews, public health, use and disposal of fuel and other chemicals, etc. User shall indemnify, defend, and hold Thunderhill harmless for any failure of User or User’s employees, personnel, guests, invitees, and participants to comply with such laws.

**21. Sign, Title Sponsors, Advertising:** During the term of this agreement, User may display signs, title sponsor banners, posters, and other forms of sponsorship advertising only when and where such signs and/or advertising (i) do not block access to existing signs, (ii) do not damage any property, (iii) are in compliance with all applicable local and state and federal laws, regulations and ordinances, and (iv) do not conflict with sponsor and/or advertising agreements already in place at Thunderhill. User acknowledges that Thunderhill will, from time to time, grant to sponsors certain exclusive rights. User shall not cause or permit any display, distribution, publication or other dissemination of signs, banners, or User’s sponsor advertising on or in connection with the Thunderhill facilities without written permission from Thunderhill.

**22. Contract changes:** Whenever any notice, approval, consent, request, or election is given or made pursuant to this agreement, it shall be in writing. Communication and payments shall be addressed to Thunderhill and/or User at the addresses indicated on the signature page of this contract. Any communication so addressed shall be deemed duly served when personally served, or if mailed as of seventy-two (72) hours from the time such notice was deposited in the U.S. mail, by registered or certified mail, return receipt required.

**23. Miscellaneous:**

(a) The receipt by Thunderhill of rent with knowledge of the breach of any covenant of this agreement shall not be deemed a waiver of such breach. No provision of this Contract shall be deemed to have been waived by Thunderhill, or by User, unless such waiver is in writing signed by each party.

(b) If any term of this agreement shall, to any extent, be invalid or unenforceable, the remainder of this agreement shall not be affected and such terms of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) Except as expressly provided in this agreement, any amount due from one party to the other and not paid when due, shall bear interest at the maximum rate allowable by law from the date due. Payment of such interest shall not excuse or cure any other default under this agreement.

(d) This contract contains the sum of all agreements of the parties with respect to all aspects of renting facilities at Thunderhill. No prior agreement or understanding pertaining to any such matter shall be affected. This agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

(e) In any action to enforce the terms of this agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and litigation expenses and other relief.

(f) Thunderhill reserves for itself, its agents and employees, the right to enter all licensed areas at any time without notice to User.

(g) This contract shall pertain to one or more event dates listed on page one; however, the User may submit a completed Exhibit "B" worksheet for each specific event thirty (30) days in advance of the event. This will allow Thunderhill time to prepare and staff for each event.

(h) Time is of the essence for each and every provision of this agreement requiring performance within a specified time.

**24. Signed Rental Agreements:** A signed rental agreement Including a deposit of 50% of the total track rental fee, must be received by the track within thirty (30) days of the date of the contract. The balance of all fees must be paid to the track no later than the final day of the event.

**25. Exhibit "B":** The track office requests the Exhibit "B" worksheet thirty (30) days prior to the event.

**26. Binding Signature:** Contracts are binding and require ninety (90) days-advance notice to Thunderhill for cancellation. (See Cancellation Provision, paragraph 4)

**Intending to be legally bound hereby, the parties hereto have executed this Track Rental Contract by the authorized signatures below:**

**Thunderhill Raceway Park  
5250 HWY 162 - P. O. Box 966  
Willows, CA 95988**

**Phone: 530-934-5588 FAX 530-934-8794**

E mail: [office@thunderhill.com](mailto:office@thunderhill.com)

Web site: [www.thunderhill.com](http://www.thunderhill.com)

By: \_\_\_\_\_

David Vodden, CEO

Date: \_\_\_\_\_

Tel: (     ) \_\_\_\_\_

User: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

Payment by Check: \_\_\_ # \_\_\_\_\_ Name on check \_\_\_\_\_

Credit Card # \_\_\_\_\_ Name on card: \_\_\_\_\_

Address card billed to \_\_\_\_\_

Expiration date: \_\_\_\_\_ 3-digit security code: \_\_\_\_\_ Zip Code of card \_\_\_\_\_

Send contract and deposit to secure your date[s] to P O Box 966, Willows, Ca 95988

FAX to 530- 934-8794. Fed X to 5250 Hwy 162 Willows, Ca 95988

For more information call 530 934-5588 E 103 or 101.