

# Race Site and Promoter Requirements

## 2023

#### **SPIRIT AND INTENT / DISCLAIMER**

The H1 Rules and Regulations, including these Race Site and Promoter Requirements are intended to be guidelines for establishing fair competition and to promote H1 in a most positive light, all in accordance with the H1 Mission Statement. It is expected that all Participants (Drivers, Pit Crew, Race Officials, Owners and Promoters) and their respective directors, officers, agents, employees, and volunteers will adhere to the "spirit and intent" of these Requirements. Participants should not "read-between-the-lines" in order to circumvent a Rule's intent.

It is also the intent of H1 that Race Officials make decisions and resolve disputes regarding these Requirements in a timely manner.

If you are contemplating an undertaking that is not directly addressed herein, please contact H1 to make sure it will be allowed.

The Race Site Requirements stated herein shall govern all H1 sanctioned or promoted events and, by participation in these Events, all Participants (or with respect to an Owner or Owner's Representative by registration of a Boat) are: (A) deemed to have understood and agree to comply with these Requirements; (B) that no express or implied warranty of safety shall result from publication of, or compliance with, these Requirements; (C) that the Requirements are intended as a guide for the conduct of the sport and are in no way a guarantee against injury or death to Participants, spectators, or others. Further, all Participants recognize and understand that H1 events have risks and hazards which include potential illness, potential injury, including but not limited to bodily injury, paralysis, or death, and potential for property damage. All Participants, by their participation expressly and voluntarily agree to assume those risks and hazards however caused; and understand that such injury may be permanent or temporary in nature and may be compounded by negligent rescue operations of H1, another Participants or first responders.



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Approved by the H1 Board of Directors – January 9, 2023 R1

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#### **DEFINED TERMS:**

**"Boat"** shall mean, as the context may require, any racing craft registered or to be registered with H1: (A) for the applicable racing year, and/or (B) for the applicable Race. The capitalized term **"Boat"** by itself does not include any course, patrol, rescue, tow, stake, safety, fire, or escort boat, or any Race Official, Course Judge or Echo Boats.

#### "Chief Referee" as described in General Rule Q.

"Controlled Substance" is an illegal or prescription drug regulated by the Controlled Substances Act (CSA) in the United States and shall include any drug that is illegal to possess, use, and/or distribute by the laws of the United States of America and/or any of its 50 states, regardless of the amount, at any time.

*"Corral"* is an area in or adjacent to the Pits or Judges Stand as described in **Race Site Requirement L8** used for the Race Officials to communicate with each Driver when participating in a Heat, via the PRO or TRO.

*"Course Judges"* are those people as are appointed to such positions by the Chief Referee under authority of the Board of Directors, as further described in **General Rule Q**.

"Director of Rescue" is the person appointed to such position by the H1 Board of Directors. Such person serves under the direction of the Chief Referee as described in the Medical and Rescue Policy, as further described in General Rule Q.

"Driver" means the driver of a Boat.

*"Echo Boat"* is a boat stationed inside the race course at the Start/Finish Line and may include a second boat stationed outside the race course at the Start/Finish Line used for displaying the Visual Signals set forth in **Racing Rule F1**.

*"Event"* is as set forth in the specific Sanction Agreement between H1 and the Promoter, but typically means the Race, Time Trials and testing and all other activity during the period commencing forty-eight (48) hours prior to the beginning of registration and ending twenty-four (24) hours after the completion of the Race.

*"H1 Officials"* are as set forth in **General Rule Q** and shall include members of the H1 Board of Directors, the Executive Director, H1 Legal Counsel and the Operations Director.

"Judges Stand" is the Scoring Tower referred to in Race Site Requirement L6.

*"Owner"* is the person or persons designated as the owner of a Boat such on the H1 Annual Boat Registration form, as further described in **General Rule N**.

*"Owner Representative"* is the person designated as such on the H1 Annual Boat Registration form. An Owner Representative is required when ownership of a Boat held other than by a sole individual, as further described in **General Rule N**.

*"Participant"* means and includes each Race Team, all Drivers, Pit Crew, Race Officials, Owners (including Owner Representatives) and Promoters, and their respective directors, officers, agents, employees and volunteers.

*"Pit", "Pits"* or *"Pit Area"* shall mean the Pit Area (including any race or pit docks and piers used in launching the Boats) where the Boats are stored, moored, launched, recovered, repaired or maintained in connection with each Race as currently described in **Race Site Requirement L1**.

*"Pit Crew"* shall mean and include only persons both: i) having hot or cold Pit, Scoring Tower or Corral access, and ii) who (whether paid or volunteer) perform services associated with operating, spotting, positioning, launching, retrieving or in any way preparing a Boat to race or that works on any Race Team's related equipment (trailer, hauler, etc.) while in such areas, during an APBA/H1 sanctioned Event. It shall also include any operator of any vehicle associated with your team (hauler, etc.), but only if such person operates such vehicle in the hot or cold Pit Area during such Event. The term "Pit Crew" does not include persons only accompanying the Race Team such as Sponsors, guests, family members, marketeers, caterers, trainers, etc. (provided they do not perform any function(s) described in ii) above) or any persons provided by H1 or Promoter, such as H-1 Officials, crane operators, forklift drivers, fuel truck operators and the like.



*"Promoter"* is individual, group or groups of individuals, organization or groups of organizations who are members individually or collectively, of the APBA and who stage, or desire to stage, an H1 Unlimited sanctioned Race.

*"Race"* is a series of competitive Heats that result in a single winner, normally scheduled over a weekend as described in **General Rule A**. There may be testing and or Time Trials held in connection with the Race.

*"Race Director"* is Promoter's senior on-site authority responsible for the conduct of a Race (including Time Trials and testing) and shall be Promoter's primary interface with Race Officials for Race/Racing (non-business) matters.

*"Race Officials"* shall include the *"Chief Referee", "Chief Inspector", "Chief Scorer", "Drivers Representative", "Assistant Referees", "Pit Radio Official (PRO)"* and *"Course Judges"*. The term **"Race Officials"** does not include any other Participants, including the H1 Board of Directors, its Chairman, its Executive Director or any Promoter.

*"Race Surveyor"* is a State-licensed surveyor provided and paid for by the Promoter under Race Site Requirement H6.

"Race Team" refers to the consolidated group of personnel campaigning each Boat, and includes the Owner and/or Owner's Representative, the Crew Chief, the TRO, other Pit Crew, and the Driver. The term does not include spouses (unless included on the Boat's H1 registration as a joint owner or partner), Sponsors, guests, marketeers, caterers or trainers, and the like (unless performing one of the specified functions in the first sentence of this definition).

*"Racing Season"* shall mean a series of one or more Races held over period of time, typically annually, as designated by the H1 Board of Directors.

*"Sanction" or "Sanction Agreement"* shall mean official permission and legal contract to stage an Unlimited hydroplane race under the supervision and authority and with the cooperation and assistance of H1.

"Safety Zones" are the areas discussed in the Medical and Rescue Policy and Race Site Requirement M5 and shall be set forth by Race Officials at the Driver's Meeting(s) as required by General Rule J (and shall include the areas outside the outer course markers).

**"Sponsor"** means any individual or group of individuals, organization or group of organizations, corporation or group of corporations who contribute/provide money, services, products or other gifts in kind to support Promoter, an Event, a Race, a Heat, any Race Team, or H1. Such party may be referred to herein as a Race, Series or Boat Sponsor, as applicable.

"Start/Finish Line" is an imaginary line currently described in Race Site Requirement I2 where each Heat will start and finish; it shall be perpendicular to a point on a straightaway and designated by (A) two readily identifiable buoys (one on the inside and one on the outside of the course) or (B) a similar buoy (on the inside of the course) and a point designated on the Judges Stand.

"TRO" is the Team Radio Operator referred to in Racing Rule F3.

*"Time Trial"* is an officially timed lap or laps (as further described in **General Rule F** conducted as a prerequisite to each Race. Time Trials may sometimes be referred to as "qualifying" a Boat. Timed Driver Qualification laps required under **General Rule L** are not Time Trials.

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## H1 2023 Promoter Race Site Requirements

#### A. NEW RACE SITE SELECTION PROCESS

- 1. A race site is considered a "new" race site if:
  - (a) H1 has never sanctioned an Event at the specific on-water location;
  - (b) H1 has not sanctioned an Event at such location in three (3) previous Racing Seasons; or
  - (c) Promoter has never entered a Sanction Agreement with H1.
- 2. The Promoter for any "new" race site shall at least 12 months in advance of the proposed Event enter a *Memorandum of Understanding* with H1 detailing H1's minimum submission requirements and financial considerations required to stage the Event, including Promoter making a USD \$5,000 (non-refundable) submission fee intended to cover H1's expenses incurred for the purpose of a domestic site evaluation (including on-site inspection); which shall be increased to USD \$15,000 for an international location.
- 3. Upon approval by H1, Promoter shall make a USD **\$10,000** (refundable) deposit with H1 to secure a race date during the following Racing Season; and must enter into a Sanction Agreement with H1 within ninety (90) days of making such deposit. A sample Sanction Agreement can be provided upon request

#### **B.** EXISTING SITE AND PROMOTER

On or before September 30<sup>th</sup> prior to the next Racing Season, a Promoter for a race site (not included in the description of a new race site in A above) desiring to continue to schedule an H1 Event shall submit a "letter of intent" – specifying the dates thereof, the requested race format, any intended additional classes and shall include a USD **\$10,000** (refundable) deposit. Upon receipt thereof, and if acceptable to H1, H1 will:

- 1. Place such date on its preliminary schedule;
- 2. Prepare and provide Promoter with the applicable Sanction Agreement;
- 3. Promptly notify all registered Boats of such intended Race and format; and
- 4. Provide on or before December 1 H1's Event *"Fee and Format Matrix"* and payment schedule for the upcoming Racing Season.

Such deposit shall remain refundable until January 15<sup>th</sup> – should Promoter provide written notice to H1 of its intent not to host an Event during the applicable Racing Season.

#### C. SANCTION AGREEMENT

- 1. The Sanction Agreement is intended to be entered into by the parties on or before January 15 immediately preceding the Racing Season, and shall include terms and conditions consistent with those set forth herein, such other terms and conditions mutually agreed to by H1 and Promoter, and the following:
  - (a) H1 Insurance Requirements;
  - (b) Intellectual Property and Name, Image and Likeness licensing;
  - (c) Broadcast Rights It being intended that H1 shall retains all national radio, television and streaming rights to all events, and that Promoter shall be granted local and regional radio, television, and streaming rights for their Event.
  - (d) Event Fee and Payment Schedule;
  - (e) Daily Event and Race Schedule, including the contingency or rain day/date, in event of cancellation postponement or extension of the Race for any reason;
  - (f) A suitable course map, survey or chart;



- (g) Any deviation from the Promoter and Race Site Requirements set forth herein.
- 2. In the event Promoter desires to stage a Race with special rules (including in its deed of gift for a particular trophy) that differs from the H1 General or Racing Rules such are subject to approval of H1 (and may be subject to issuance of a Competition Directive approved by the H1 Board of Directors).
- 3. H1 and Promoter will each provide to the other a list of key personnel required to conduct the Event, with respective contact information, 60 days in advance of the first day of the Event. This list will include key personnel involved in coordinating schedules, rescue, pit layout, hospitality, course operations, etc.,
- 4. The Chief Referee (H1) and Promoter's Race Director (Promoter) will conduct a walk-through of the site on the Thursday prior to the Race at 4PM (or other mutually agreeable time) to verify that all elements set forth herein or in the Sanction Agreement or in any APBA official race announcement are in place for the Event. This verification will include, without limitation, assets on the water, in the Pit Area and at the Scoring Tower.
- 5. Promoter shall promptly correct any non-compliance with such conditions, which based on a reasonably estimate, can be substantially corrected prior to any on-water activity, testing, Time Trials or the Race, as applicable, without delaying the schedule.
- 6. Inability or repeated failure to correct such conditions or otherwise comply with the requirements set forth in these Race Site Requirements may be grounds for H1 to immediately halt the Race and order cancellation of the Race or Event. Otherwise, at H1's sole option, H1 may withhold reasonable amounts from any Promoter's deposits or fees then held or received by H1 to cover out of pocket expenses and/or to ensure future compliance by Promoter.
- The Chief Referee and APBA Risk Manager each have authority (prior to the Event or on-site during the Event) to declare Promoter in default, revoke the H1 and/or APBA sanction, as applicable, and/or terminate / cancel the Event.
- 8. All event fees paid to H1 shall be refunded should an event be cancelled by H1 other than due to cause (as set forth above).
- 9. **The GOLD CUP.** Only the race specifically designated by H1 and the APBA as the "APBA Gold Cup Race" may use the words "Gold Cup" in its designation. The Gold Cup will be held only in accordance with the Agreement between H1 and APBA. Bid and site criteria and special rules (regarding Time Trials, the Race procedure, trophy presentation, etc.) will apply and can be made available to an interested Promoter, on request.

#### D. EVENT FORMAT

- 1. **Race.** The Race and Event formats and schedules shall be as set forth in the Sanction Agreement with the Promoter but must be within the parameters of the H1 General Rules.
- 2. **Testing and Time Trials.** Testing and Time Trial periods shall be as specified in any Sanction Agreement between H1 and the Promoter but must be within the parameters of the H1 General Rules.
- 3. Local Noise Restrictions and Schedule. Prior to formalizing a schedule of events, Promoter shall determine and must inform H1 of any local noise restrictions regarding when engines may be operated during the Event, and no on-water activities shall be scheduled to begin less than thirty (30) minutes after such restrictions end.
- 4. **Changes.** If it is determined by H1 that extenuating circumstances (such as course, water and weather conditions, setup delays, accidents, etc.) shall require a change in the Event schedule, the Chief Referee shall consult with the Promoter's Race Director before any such change.

#### E. SPECIAL EVENTS/EXHIBITIONS/TEST SESSIONS

H1 may authorize Promoter to hold a special event, exhibition, or test session, involving more than (1) H1 Boat, provided the following conditions are met:

1. Promoters are prohibited from using any terms in their promotion that would indicate it's a race, contest or any form of competition between the Boats.



- 2. Adequate insurance (in H1's sole determination) shall be in place by Promoter.
- 3. No more than one boat may be on the water at one time; and
- 4. No spectator admission is charged.

Any deviation from the above must conform to the terms and conditions of the applicable insurance policy and shall require advance approval by the H1 Board of Directors.

#### F. TROPHY CEREMONIES

Promoter shall be responsible for the trophy ceremonies with the reasonable assistance of H1, which shall include the following:

- 1. Promoter shall provide trophies for **1**<sup>st</sup> through **3**<sup>rd</sup> place for the Race.
- 2. H1 shall be the featured competition at the Event and during any trophy ceremony. Such ceremony shall be timed to feature H1's awards on any live television, radio or streaming broadcast.
- 3. H1's awards background shall be utilized featuring any National or Series Sponsor (Promoter may add the Race Sponsor to such background where provided or identified).
- 4. Trophies, ceremonies and backgrounds for preliminary Heats and Time Trials, if any shall be as determined by Promoter but must feature (broadcast legible) any H1 National or Series Sponsor.
- H1 will cause the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> place Drivers to attend any such ceremony, as well as the Owner's Representative of the 1<sup>st</sup> place Race Team.

#### **G.** ADDITIONAL CLASSES

- 1. Additional classes of boat racing are subject to the approval of H1 and shall be set forth in the Sanction Agreement. Any changes in such classes must be specified by Promoter and approved by H1 no less than 60 days prior to the Event.
- 2. Additional classes shall be responsible for obtaining all necessary APBA sanctions, any additional insurance required, and must register with H1 and pay applicable fees to acquire "hot pit" access and appropriate credentials for the Race or Racing Season.
- 3. Promoters shall be responsible for any H1 supplies or equipment damaged, consumed or destroyed by "additional classes."

#### H. RACE COURSE

- 1. A description of the race course size and dimensions (survey chart or diagram) shall be submitted by Promoter with the Sanction Agreement. Any new race course, course layout and/or change to an existing course are required to be approved by H1. An Example thereof is provided in **Appendix A**.
- 2. Except for permitted variations allowed under Paragraph 4, the race course shall:
  - (a) be 1-2/3, 2 or 2 ½ miles in length,
  - (b) be on a protected waterway,
  - (c) be oval in shape, with two symmetrical turns,
  - (d) have a minimum water depth of **eight (8)** feet,
  - (e) Have a minimum clearance of **600 feet** from the entrance buoy to the nearest shore or projection therefrom, and
  - (f) have outer course markers that mirror the inner course markers.
- 3. For a 2-mile course, the turns shall be **¼ mile** each, and straightaways, **¾ mile** each.
- 4. Variations from **Paragraphs 2** or **3** above are subject to the approval of the H1 Board of Directors.
- 5. There shall be an escape route to the outside of each turn, in which no spectator boats shall be permitted.



This area shall extend from the entrance buoy of each turn to the apex of that turn and shall encompass half of the turning area.

- 6. In order to establish an H1, APBA, UIM, or a local course record, all buoys must be in place and the course must be certified by the Race Surveyor. *"Race Surveyor"* is a State-licensed surveyor provided and paid for by Promoter and must be on site during the Race and any Time Trials.
- 7. **Spectator fleets** must be kept a minimum 1,000 feet from the outer course buoys. Unless otherwise approved by H1, spectator fleets shall remain at anchor and shall not move during on-water activities, including for a period of one-half hour before the start of on-water activities and until fifteen minutes after the completion of all on-water activities for each day

#### I. BUOYS

- 1. For all courses, a minimum of five (5) buoys shall be at each turn. The minimum number of buoys in each straightaway shall be:
  - (a) five (5) for a 2 1/2 mile course;
  - (b) four (4) for a 2-mile course; and
  - (c) three (3) for a 1 2/3-mile course.
- 2. H1 shall supply the required buoys in the following colors:
  - (a) **Start/Finish Line:** Red eight (8) foot tetrahedron or four (4) foot by eight (8) foot white cylindrical buoy with markings (inside and outside)
  - (b) Course markers: Orange five (5) foot to eight (8) foot tetrahedron
  - (c) Entry & Exit Buoys: Yellow eight (8) foot tetrahedron
  - (d) Safety Zone (outside course): White five (5) foot tetrahedron
  - (e) Safety Zone (inside course): Orange eight (8) foot tetrahedron with yellow stripes, and
  - (f) If applicable for additional classes:
    - (1) Auxiliary course markers: Green five (5) foot tetrahedron
    - (2) Auxiliary entry and exit buoys: Green five (5) foot tetrahedron with orange stripes.
- 3. H1 shall provide the Buoys listed in **Paragraphs 1** and **2** above. Promoter shall provide: (a) a sufficient quantity of concrete blocks, river anchors or other suitable device (considering the water body, flow, and current) for buoy anchors, and (b) polypropylene (poly) rope (minimum 3/8-inch); in each case to initially place the buoys and to replace lost or damaged buoys during the Event. Buoy detail is provided in **Appendix B**.
- 4. Promoter is responsible for obtaining the buoys from the H1 Technical and Support Truck and deploying and maintaining such buoys (of correct color) so as not to delay any scheduled on-course activities.
- 5. All buoys are to be inflated to manufacturer's specifications, not more than 0.5 psi.
  - (a) Overinflation may result in rupture due to solar heating.
  - (b) The top of the buoy must remain depressible with a soft touch.
  - (c) Correct inflation is also indicated by contact between all three lower corners of the buoy and the ground.
- 6. The tether attached to the "D" rings on the bottom of the tetrahedron buoys are to be loosely attached with Tie Wraps that do not exceed 100 lb. tensile strength one on each "D" ring.
  - (a) The tether or anchor line must not pass through the "D" rings.
  - (b) The tether must be attached to the anchor line with the supplied carabiners without exception.
  - (c) The carabiners must be returned to H1 with the buoys.



6. Promoter shall return the buoys to the H1 Technical and Support Truck after the Race, inventoried, deflated (by removing all air with a vacuum), re-inserting the plug to protect the threads, tightly rolled (in a manner depicted in the instruction sheet on each buoy box), with the carbineers attached to the tether, and packed in the buoy boxes.

#### J. ACCESS, SECURITY AND CONTROL

- 1. The Promoter shall provide adequate fencing and security personnel to secure the Pit Area from unauthorized access at all times during the Event, or until all Boats and the H1 Technical and Support Truck are removed from the Pit Area at the end of the Race, if earlier; including adequate fencing and security personnel to secure the hot pits from unauthorized access. Moveable interior fencing may also be required. The "hot pits" is defined as that area immediately adjacent to and including the boats, trailers, fuel and fire lanes, launching area, cranes, and docks; the remainder of the Pit Area may be referred to as the "paddock" or "cold pits".
- 2. H1 retains the sole authority to restrict admission to and for the rules and policies governing the hot pits and other H1 restricted areas (such as Race Control, the Corral, the Scoring Tower and the race course (please see Section M7 regarding personnel on Support Boats), including but not limited to the persons and items allowed therein. Entry to the Pit Area, Scoring Tower, Corral, shall be strictly controlled by H1 and Promoter as specified in Section K below. The Promoter shall retain responsibility and control of such areas for liability, security, public safety and ownership purposes.
- 3. Promoter shall provide a minimum of two (2) security guards (beginning Thursday night at 6:00 p.m. or the day prior to the first day of on water activity) for the hot pits each day, from one hour after the final on-water activity is completed until 9:00 a.m. the following morning;
- 4. The Promoter shall also provide adequate fencing and security personnel (including overnight security) to secure the Scoring Tower from unauthorized access during the entire Event or until all H1 equipment is removed from the tower at the end of the Race.
- 5. The following rules shall apply in the Pit Area, Scoring Tower and Corral, at all times:
  - (a) No Smoking.
  - (b) No sale, distribution or consumption of alchohlic beverages.
  - (c) No Children under the age of 16, unless accompanied by an adult.
  - (d) Authorized and validated credentials must be displayed.
  - (e) Attire must remain appropriate for both a major sporting event and a family environment.
  - (f) Any additional requirements of the applicable insurance policy.

Anyone failing to adhere to such restrictions shall be required to leave the Pits, and their credentials shall be confiscated.

#### K. CREDENTIALS AND ADMISSION

- 1. Official H1 credentials (Photo ID season passes) issued by H1 to H1 Participants; and official passes issued by Promoter (with quantity and distribution as approved by H1) to Promoter's Participants are the only credentials that shall be accepted for access to the Pit Aera.
- 2. Special Credentials (issued by H1) shall be required for access to the hot pits, including docks/piers/pontoons used for launching and retrieving the Boats, and other restricted areas.
- 3. Holders of all such credentials ((1) and (2)) shall sign the H1/APBA liability waivers at each Event and have such credentials be validated to indicate the holder has signed such waiver prior to entry therein.
- 4. Only validated credentials shall be allowed in restricted areas and on the course. Such credentials shall be displayed by all Participants at all times in a manner prescribed by H1. Persons with Non-validated or incorrectly displayed credentials shall be immediately removed from the hot pit or other restricted area, and may be subject to suspension and/or fines under the H1 discipline policy



- 5. Each Race Team will receive 100 event general admission passes that include cold pit access. Each team owner will receive five (5) parking passes of which three (3) must have direct access to the pits.
- 6. H1 shall receive 100 cold pit passes including event admission, nineteen (19) pit parking passes, and one (1) all area access pass with vehicle access to the entire race site.
- 7. The Chief Referee (or his designee) and any APBA Risk Manager shall have access to all areas. Promoter shall issue "All Access" credentials to the Chief Referee upon request.
- 8. Each H1 and Race Promoter shall honor each other's media passes. Media must also sign the H1/APBA waivers described above.
- 9. In case of an emergency or overcrowding, non-essential personnel will be (politely) asked to leave the Pit Area, once. After such initial notice further required announcements may not be so polite.

#### L. FACILITIES, EQUIPMENT AND PERSONNEL PROVIDED BY PROMOTER

Promoter shall provide the following facilities, equipment, services and personnel during the Event

#### 1. Pit Area & Boats:

- (a) Each Boat shall be provided a hot pit space with minimum dimensions of 30 feet by 45 feet. Parking shall be provided for a minimum of fifteen (15) unlimited hydroplane transporters (an example thereof is provided in **Appendix A** hereto).
- (b) There must be adequate dockage for all race boats involved in the event. Cranes, docks and hydroplanes must all be positioned so that every boat can be craned from its trailer directly into the water, at dockside without undue maneuvering. Docks can be either parallel to the shore, or perpendicular. (The preferred method is to have a continuous dock run parallel to, and the length of the pits, with several gangways (ramps or brows) along the length for people access.) Minimum dock width is eight feet, and gangways must be at least three feet wide. Stairs or steps to access gangways and/or docks must be OSHA compliant (9.5" D x 9.5" H x 22" W). The water depth at the hydroplane dock must be at least three feet (anything less may encumber or damage the hydroplanes rudder, and/or other gear). Additional docks may be required for the Support Boats (defined below) and the H1 Medical/Rescue boat. Whichever dock is used as the rescue-medical transport point, must have a gangway wide enough to allow the carrying of a person in a litter on it (approx. five feet wide).
- (c) A minimum of two (2) 120 VAC, 60 Hz, 20 Amp circuits with three-wire duplex receptacles (NEMA 5-20R) per unlimited hydroplane entry positioned at the front of the boat, away from the water; the unlimited hydroplane transporters each require two (2) 120 VAC, 60 Hz, 20 Amp circuits with three-wire duplex receptacles (NEMA 5-20R). There shall be two 100 Amp. 240 VAC circuits available in the Pits for welding.
- (d) A hose spigot with a maintained minimum pressure of 40 psi and must be left intact and charged until 3 hours after the last heat in the hot pit area near the each of the boats.
- (e) A minimum of one crane of 50-ton capacity or greater with a 40-foot boom shall be provided for every four (4) Boats (one for every three (3) Boats is preferred. All cranes shall be manned for a minimum of one hour before and one hour after the official testing and Time Trial periods, all Heats and also for a minimum of 3 hours after the finish of the final Heat.
- (f) A mobile crane with a minimum 2-1/2-ton capacity
- (g) An appropriate method for the disposal of waste oil and the like.
- (h) Appropriate fire lanes at least 16' wide and meeting local requirements extending to all Boats and transporters. (This lane should parallel the hot pit fence and help divide the hot and cold pits.)
- (i) A qualified fire-fighting crew (usually provided by or approved by the local fire and rescue service) and fire trucks and other fire-fighting apparatus capable of fighting a fuel fire must be stationed in the Pit Area at all times the Pits are open for activity (including during any fueling and engine testing).



- (j) Fire extinguishers (Halon or CO2 preferred) shall be stationed at every Boat.
- (k) Bags of ice shall be available for purchase by H1 and the Race Teams at market rates. It is expected that each Race Team and H1 will consume **50 -60 Lbs.** of ice per day of on-water activities.
- (I) The Pit Area shall have rest rooms for men and women of an adequate number for expected number of Participants; but no less than four (4) for Men and three (3) for Women which shall be easily accessible from within the cold pit Area. At least one (1) restroom shall be compliant with Federal Americans with Disability Act requirements.

#### 2. H1 Technical and Support Truck & Motorhome

- (a) Parking shall be provided in Pit Area with easy access to all pit spaces for the H1 Technical and Support Truck (15' x 50') and one motor home. It is desirable for the truck to be centered among all unlimited hydroplane transporters/trucks, and the H1 motor home near Race Control.
- (b) The H1 Technical and Support Truck electricity shall be made active prior to Noon on set-up day and shall stay active after the Final Heat until inspection is complete, race results are printed, and truck reloaded with all H1 equipment.
- (c) A minimum of one (1) 240 VAC, 30 Amp two pole circuit with a four-prong receptacle for the H1 Technical and Support Truck, one 120 VAC, 30 Amp circuit for the H1 motor home shall be provided.
- (d) A hose spigot with a maintained minimum pressure of 40 psi and must be left intact and charged until 3 hours after the last heat at the H1 Technical and Support Truck.
- 3. **Race Control** Race Control shall be a secured, air-conditioned trailer (satisfactory to H1), located in Pit Area provisioned with the following services and equipment:
  - (a) Two (2) 120-volt, 20-amp isolated dedicated power sources for H1 equipment.
  - (b) Two (2) 2' x 8' tables.
  - (c) Five (5) chairs.
  - (d) One (1) 45-gallon trash container.
  - (e) One (1) copier with sufficient paper supply.

Promoter shall provide H1 with three (3) keys for access to Race Control.

- 4. **Media Center.** Promoter shall provide one (1) secured, air conditioned 10' x 30' trailer (or equivalent existing structure) near Race Control, for local and national media. Such facility shall be equipped with
  - (a) Two (2) 2'x 8' tables.
  - (b) Five (5) chairs.
  - (c) One (1) copier with sufficient paper supply
  - (d) A 120-volt, 20-amp power source available to the media.
  - (e) One (1) 45-gallon trash container.
- 5. **Pit Area Public Address System and Pit Tower and Scoreboard.** Promoter shall provide an industrial-grade public address system adjacent to Race Control. Such system shall have a Cordless microphone with long-range capability and be audible throughout the Pit Area. Promoter shall provide an announcer assigned to the Pit public address system from one (1) hour prior to and following any on-water activity.

A tower for viewing and controlling hydroplane activity in the pits; centrally located, at least 14 ft. high with canopy for use by the H1 "pit boss" and Pit PA announcer. Scaffolding is the norm. A scoreboard (approx. 8' x 12') should be at or near the tower with constantly updated information such as lap speeds, heat results, points, etc. Electric power is required at the pit tower.

6. Scoring Tower. The Scoring Tower (sometimes referred to as the Judges Stand) shall be a temporary



scaffolding or permanent facility located at the Start/Finish Line. It shall be covered (to protect people and equipment from sun and weather), have a minimum height of **twenty-five (25) feet** above the water (with easy access to all levels) and have an unobstructed view of the entire race course. The Scoring Tower shall be provisioned with the following services and equipment:

- (a) Two (2) 2'x8' tables.
- (b) Five (5) chairs.
- (c) One (1) 45-gallon trash container.
- (d) A minimum of two (2) 120-volt, 20-amp dedicated power sources.
- (e) Two (2) portable or permanent toilets inside the secured area.

No cannons, air horns or other loud, vibrating enunciating devices shall be used within 25 yards of the Scoring Tower or attached to its structure.

If the Scoring Tower area is shared with public address area and announcers or used by radio or TV broadcast personnel, the Judges Stand portion shall be roped off to limit access to H1 Officials only. The Scoring Tower is not an area to entertain VIPs or Sponsors.

- 7. **Starting Clock**. Promoter shall provide the following additional personnel, equipment and services at the Scoring Tower to support installation, operation and removal of the starting clock.
  - (f) One 120-volt 50-amp AC dedicated circuit
  - (g) Personnel and equipment necessary to put the clock in place on the day before on water activities start and to take down and transport back to the H1 Technical and Support Truck immediately following the final Heat is complete.
  - (h) A structure or stand of sufficient strength to support or hang the starting clock. Note: The clock is 7 feet high by 12 foot wide by 1 foot deep and weighs 500 pounds
  - (i) The clock must be visible from the apex of Turn 2 and the straightaway approaching the Start/Finish Line or the Corral or both.
- 8. **Corral.** Promoter shall provide the area (and related equipment, such as any necessary structure, scaffolding and/or scissor-lifts) for the Corral, to be used for Race Officials to communicate with and to each Driver during testing, Time Trials and the Race. The Corral shall:
  - (j) be adjacent to the Pits or Starting Tower,
  - (k) have a full view of the race course,
  - (I) be large enough for the Pit Radio Operator, and seven (7) Team Radio Operators, and
  - (m) be secure from access by any other parties.
- 9. Medical Station. A medical station in the form of a trailer, or completely weather tight tent must be provided by Promoter. It should be at least 8ft. X 16 ft. in size and located in an area easily accessible to the hot pits, and the rescue/medical transport dock. The ambulance is also usually stationed in the same area. Promoter provided and H1 medical personnel will conduct required driver physical exams, minor injury treatment, emergency communications, post-accident driver check-ups, etc. from this station.
- 10. Meetings and Locations. A location(s) adjacent to the Pit Area shall be designated and arranged by Promoter for the Pre-on-water Activities Meeting, Drivers Meeting(s) and Rescue Team Meeting (one or more held over each day of the Event) with adequate security, seating, lighting and communications equipment. Promoter's Race Director and senior rescue official shall attend all such meetings.
- 11. **Fuel.** Promoter shall provide fuel for each Boat to purchase direct from fuel vendor at or below the current fair market price, with no mark-up by (or rebate to) promoter.



- (a) For turbine-powered Boats the fuel shall be Kerosene K1 (clear) or Jet A. The preferred is Kerosene K1 (clear).
- (b) For "reciprocating" Boats the fuel will be Methanol and Racing fuel, as needed.

The race committee shall inform the applicable fire and rescue service with jurisdiction over the Pit Area of the type of fuels to be used and storage locations, prior to the Event.

- 12. **Miscellaneous Personnel.** In addition to both the security personnel, PA system and starting clock installation required hereunder Promoter shall provide the following miscellaneous personnel:
  - (a) Two (2) people to line up Boat trailers and transport trucks and the H1 Technical and Support Truck in the Pit Area from 8:00 a.m. until 5:00 p.m. on the day the Boats are to arrive in the Pit Aera (likely Thursday), and at any time the Boats have been removed following any emergency or for any special activities such as a local parade.
  - (b) The following on-site liaisons to assist, generally, with the Race Teams and H1 from 8:00 am until one-hour after the end of on-water activities on each day of on water activity during the Event (likely Friday, Saturday and Sunday):
    - (1) One (1) at each entrance to the Pit Area
    - (2) One (1) at Race Control
    - (3) One (1) assigned generally to the Pit Area to interface with the H1 Pit Boss(es)
  - (c) Two (2) public relations-focused persons to administer and assist local and national press during times the media is on site – which is expected to be from 8:00 am until one-hour after the end of on-water activities on each day of on water activity during the Event (likely Friday, Saturday and Sunday).
  - (d) Security, fire, safety, and other personnel as are necessary to deal with the anticipated crowd. It is Promoter's responsibility to properly estimate anticipated attendance for such purposes.
- 13. Food and Beverage.
  - (a) Promoter shall arrange for adequate food and beverage service adjacent to the Pit Area, Race Control and Scoring Tower on each day of the Event, for H1 Officials (and staff) and the media, to be purchased at such party's expense.
  - (b) Promoter shall arrange (at Promoter's expense) for a sufficient supply of ice, water and sports drinks (in a large cooler) adjacent to the Scoring Tower, Media Center (as described in Paragraph L4 above), Race Control and H1Technical and Support Truck, on each day of the Event, for H1 Officials (and staff) and the media.
- 14. **Transportation.** Promoter shall provide adequate transportation (golf carts, vans, boats, busses) as necessary to move the following:
  - (a) H1 Officials between Race Control, Pits and the Scoring Tower;
  - (b) Team Radio Operators (TRO) and the Pit Radio Official (PRO) I between the Pits and the Corral; and
  - (c) Drivers, Owners, Pit Crew and other Participants between the Pits and any trophy ceremonies described in **Section F** above.

Promoter shall also provide H1 with a minimum of four (4) golf carts for H1's general use at all times during the Event.

#### 15. Internet Access.

(a) Promoter, at Promoter's expense, shall arrange for reliable, dedicated High-Speed Wireless Internet Connectivity to support H1 and Race Officials, Media and H1 Video Streaming, located at the following locations in and around the race course:



- (1) Scoring Tower,
- (2) Corral,
- (3) Race Control,
- (4) H1 Technical and Support Truck and motorhome,
- (5) Media Center,
- (6) H1 sUAS Launch and Landing Areas, and
- (7) H1 VIP Area.
- (b) Such High-Speed Wireless Internet shall meet the following minimum requirements:
  - (1) Dual Band (2.4Hz and 5 GHz)
  - (2) 30 mbps download
  - (3) 20 mbps upload
- (c) Promoter shall also work with a local cell/internet service to assure and maintain adequate cellular phone and data service for spectators in attendance.

#### M. PATROL, RESCUE, MEDICAL AND OTHER SUPPORT BOATS

- 1. The rescue and recovery operations during the event shall be under the direction and control of the H1 Director of Rescue who is under the supervision of the Chief Referee.
- 2. H1 shall provide the H1 Medical/Rescue boat staffed with H1 personnel and equipment. Promoter shall arrange for the following additional support boats, (hereinafter *"Support Boats"*):
  - (a) **Three (3)** or more speedy and maneuverable *rescue boats* with personnel instructed in proper rescue procedures. These boats are equipped with:
    - (i) a crew consisting of a driver, two rescue divers, and one EMT.
    - (ii) One floating basket stretcher or facsimile with a spine-board, straps, and head immobilizing device attached.
    - (iii) One pry-bar, trauma shears, and seat-belt cutter.
    - (iv) Full SCUBA equipment is required for the rescue divers including an "octopus", safe second, or alternate air source for the driver. The restricted confines of the hydroplane cockpit preclude the use of full-sized scuba cylinders (e.g., 72 and 80 cu. ft.) so rescue divers are required to use smaller cylinders.
    - (v) An assortment of extrication collars (C-Collars).
    - (vi) Oxygen kit with ventilating and supplemental equipment, and associated airway accouterments.
    - (vii) General trauma supplies.
    - (viii) Radio communications equipment.
    - (ix) One 10BC rated fire extinguisher.
    - (x) These boats are to be stationed thus: One in the designated Safety Zone of each turn, and one in the vicinity of the pits.
  - (b) **Two (2)** or more *fire boats*, speedy and maneuverable with crews instructed in proper fire-fighting procedures. These boats are equipped with:
    - (i) The crew consisting of one driver and two firemen.
    - (ii) Pressure fire-fighting equipment of heavy-duty type: Preferably an engine driven pump with a foam induction system.



- (iii) Two (2) 10BC rated fire extinguishers, preferably of the inert gas (Halon or equivalent) type. Inert gas extinguishers are to have the option of being fitted with the extendible snorkel allowing direct injection of the gas into a cowl covered engine bay.
- (iv) Radio communications equipment.
- (v) The firemen on these boats shall wear fire-resistant clothing and appropriate protective gear.
- (vi) These boats are to be stationed thus: one in the center designated Safety Zone, and one in the vicinity of the pits.
- (c) Four (4) or more *tow boats*. These boats are equipped with:
  - (i) The crew consisting of one driver and one helper.
  - (ii) A pre-rigged towing bridle or towing posts.
  - (iii) Two (2) fifty-foot (50') long towing lines, nylon-one-half inch (1/2"), or five-eighths inch (5/8") in diameter preferred. The end attached to the hydroplane shall be bare, with nothing attached: No eyes, hooks, or shackles, etc.
  - (iv) One 10BC rated fire extinguisher (Halon or equivalent gas).
  - (v) Radio communications equipment.
  - (vi) These boats are to be stationed as follows: One in each designated Safety Zone, and one in the vicinity of the pits.
- (d) One (1) crew response boat shall be stationed at a location readily accessible from the pits for the purpose of shuttling crew members to the scene of an accident to assist the rescue teams. This boat shall be equipped with a crew consisting of one driver/operator, one helper and radio communication equipment.
- (e) **Two (2)** escort boats, stationed on the water near each end of the Pit Area docks to assist with launching and retrieving Boats.
- (f) A minimum of three (3) stake boats to be used as platforms for Race Officials:
  - (i) **Two (2) Course Judge boats, one** shall be stationed at anchor at the pivot point to each turn. and
  - (ii) One (1) Echo Boat located at anchor opposite the Judges' Stand at the Start/Finish Line and approximately 150 feet inside the race course or as otherwise positioned by Race Officials. A second Echo Boat – stationed outside the course at the Start/Finish Line – will be provided by Promoter if deemed necessary by H1.
- (g) There shall be, in all cases, a sufficient number of additional Support Boats to insure adequate and safe patrol and control of the outer perimeter of the race course, spectators and any spectator fleet.
- 3. It is recommended that crews of the boats listed in Paragraphs (a)-(g) have first-aid training. All Persons on board such boats must wear personal flotation devices while race (race) Boats are on the water. Only essential personnel (as determined by the Director of Rescue) are permitted on these boats, no non-working family members or children (under the age of 16 are permitted.
- 4. All Support Boats shall remain stationary during the running of the race unless instructed to move by the Director of Rescue or other Race Officials.
- 5. Safety Zone. All Support Boats shall be positioned in a Safety Zone from the five-minute gun until directed otherwise by the Director of Rescue. All boats assigned within the Safety Zone of a turn shall remain within 150 feet of the "pivot point" of such turn until directed otherwise by the Director of Rescue or Race Officials. (For clarification: The "pivot point" is the mid-point of an imaginary line, drawn between the entrance and exit buoys.) Course Judge and Echo Boats shall remain at anchor.
- 6. The Rescue Team meeting shall be held at a time and location determined by H1 and Promoter prior



to any on-water activity. The Director of Rescue, the essential crew of each Support Boat, divers and other personnel shall attend the Rescue Team Meeting for the purpose of discussing proper rescue procedure in case of an accident, as well as when, how, and at what speed to move during the conduct of their duties in conjunction with the race. Following the Rescue Team meeting, all rescue divers shall receive a mandatory walk-through/orientation of the cockpit and safety equipment of each Boat, each day they are scheduled to work.

7. Each person on board a Support Boat shall be considered a Participant and the race course a "restricted area" for the purposes of the H1 Alcohol and Controlled Substance Policy and credentials and validation (as described in **Section K** above).

#### N. MEDICAL AND AMBULANCE.

- 1. Ambulance. During the Race (including testing and Time Trials) Promoter shall furnish an Advanced Life Support Ambulance (ground or helicopter).
  - (a) The ambulance personnel shall consist of a minimum of two EMT paramedics.
  - (b) The ambulance crew shall always be stationed at the ambulance location when the race course is open for testing, Time Trials or when Boats are on the water during the Race.
  - (c) The ambulance shall be stationed by the location providing direct and unimpeded access from the race course waters to the ambulance and the ambulance egress from the race site.
- 2. **Trauma Center and Medivac.** Any race site that is more than forty (40) miles from a Level I, II III as defined by American Trauma Society / American College of Surgeons Trauma Center and shall also have either:
  - (a) A dedicated, on-site aircraft for Saturday and Sunday (racing days); or
  - (b) An off-site location and guarantee of air medical helicopter within 15 minutes of request.

If a dedicated medical helicopter is not going to be stationed on-site, the Promoter shall submit in writing, no less than **fifteen (15) days** prior to the event, a signed, written plan of action for contacting off-site helicopter to respond, and a contingency plan if that aircraft is not available.

#### 3. Medical Personnel.

- (a) Promoter shall provide a state licensed Medical Physician, Physician's Assistant, and/or Nurse Practitioner (as defined by state nursing laws) and such additional personnel as are necessary to perform Driver physicals each day of the Race (including testing and Time Trials); including the following equipment: BP cuff(s), stethoscope(s), eye chart, and reflex testing. H1 will provide its Driver Physical Forms and Breathalyzer
- (b) Promoter shall also provide on-site state licensed Medical Physician during any testing, Time Trials and the Race on days which Heats of the Race are scheduled (likely Saturday and Sunday). Physicians with Emergency or trauma background are preferred, but not required.
- 4. Promoter's senior medical and rescue official(s) should be familiar with the H1 Medical and Rescue policy.

#### **O.** ALCOHOL AND CONTROLLED SUBSTANCE POLICY

Promoter shall cause its directors, officers, agents, employees, and volunteers (Participants) to adhere, and each shall be subject to the H1 Alcohol and Controlled Substance Policy during the Event.

#### P. sUAS USAGE

- 1. H1 will provide and operate two or more unmanned aircraft systems (sUAS/Drone) to be used by H1 Race Officials and H1 media and streaming personnel.
- 2. Each UAS operator shall be properly licensed and have such certificates as are necessary under the applicable Federal Aviation Regulations (FARs) to conduct these types of operations.
- 3. H1 shall meet any insurance requirements agreed to by H1 and Promoter in the applicable Sanction



Agreement or otherwise listed in the H1 Small Unmanned Aircraft Operations Manual (accessible on the H1 Website or available on request, the "H1 sUAS Operations Manual".

- 4. Promoter shall furnish both an sUAS Command Station and provide Launch and Landing Zones as described in the H1 sUAS Operations Manual.
- 5. Promoter shall be responsible for (with H1's reasonable assistance) any and all coordination with the local FAA Flight Standards District Office (FSDO or other applicable FAA office, including Air Traffic Control (ATC)), required for the operations of any such UAS during the Race (including Time Trials and Testing) within any controlled airspace and to cause the FAA to authorize such operations pursuant to or as a waiver of any airspace restrictions, including any Notice to Airmen or Temporary Flight Restrictions, issued by the FAA (or similar regulatory body) in connection with or affecting the Event.
- 6. Any other sUAS operations (including any sUAS operators) arranged by Promoter, its Sponsors, etc. shall be conducted in accordance with the applicable Section(s) of the H1 sUAS Operations Manual and meet such insurance requirements designated therein.
- 7. Other than the sUAS operations described in this Section, Promoter shall cause the areas above the H1 race course, the spectator and spectator fleet areas, and all areas within ¼ mile of the outside course (Safety Zone) buoys to be designated and enforced as a "NO DRONE ZONE".

#### **Q.** GENERAL RACE SITE REQUIREMENTS

- 1. **Sanitation Facilities.** In addition to those required herein for Participants in the Pits and at the Scoring Tower, the Promoter shall provide public sanitation facilities for the spectators and general public, sufficient in number, type and location to meet all local regulations and maintain compliance with the American with Disabilities Act.
- 2. First Aid. In addition to the medical personnel and facilities required under XXX above, the Promoter shall provide AT LEAST one (1) first aid station to provide first aid and render emergency medical treatment and provisions (and be accessible) to spectators and non-racing Participants, which shall otherwise comply with all local regulations and requirements and is recommended to comply with the following: <a href="https://www.sandiego.gov/sites/default/files/legacy/specialevents/pdf/medical.pdf">https://www.sandiego.gov/sites/default/files/legacy/specialevents/pdf/medical.pdf</a>
- 3. **Public Address System.** The PA system at most large events is the single most important element for the enjoyment and safety of the crowd. A poor public address system is one of the biggest complaints received from race fans (car and boat) to race promoters across the country.
  - (a) Promoter shall provide a public address system audible to all paying spectators on shore.
  - (b) Promoter shall arrange and hire the public address announcer(s) with H1 Unlimited experience. H1 can provide, on request, a list of qualified candidates.
  - (c) Promoter shall direct such announcer(s) to refer to each Boat its primary sponsor's name, which will be provided by representatives of H1. As example: "Red Dot racing presents Miss O'Neill and Knutson". Announcers may also use the name of the Driver from time to time (but should not regularly refer to a boat as the 1, the 3 or the 8).
  - (d) Promoter may broadcast its own advertising content and shall broadcast H1 provided advertising content over such system, provided such content does not conflict with the Race or Series Sponsor.

#### **R.** INSURANCE REQUIREMENTS

- H1 has arranged with APBA to make available to Promoter and Promoter shall obtain and pay for the APBA insurance policy applicable to H1 Unlimited Events. It is understood that the minimum limits set forth therein have been revised by the insurance carrier to \$1Million general liability per each occurrence limited to \$5Million in the general aggregate for commercial general liability coverage per event, plus \$4million each occurrence in excess liability coverage, limited to \$4Million in the aggregate for excess liability, resulting in an aggregate liability insurance of \$9million for the Event. Both H1 and Promoter are relying on such APBA insurance to apply to the Event.
- 2. In all such policies and in all other liability policies obtained and maintained by Promoter, including without



limitation, all umbrella and excess liability policies, American Boat Racing Association, d/b/a H1 Unlimited, its shareholders, directors, officers, employees, agents, officials, members, parent(s) and subsidiaries; APBA; all H1 Rights Affiliates; all competitors; all Boat Sponsors; all Boat owners, Sponsors for the Event or the Series of which the Event is a part, shall be named as insured or additional insured.

- 3. All policies shall be primary regardless of insurance carried by H1 or other additional insureds, and contain a cross liability endorsement acceptable to H1.
- 4. Promoter shall provide a certificate to such effect at least 30 thirty days in advance of the Event.
- 5. If Promoter fails to maintain such policies with the required minimum coverage throughout the Event, H1 at its option, but at Promoter's expense, may obtain the required insurance from an acceptable insurance company or H1 may terminate the Sanction Agreement immediately and without notice to Promoter and/or pursue any other remedies available to it.
- 6. Promoter shall also furnish certificates, from all its contractors and subcontractors (in a form satisfactory to H1) designating as applicable, H1, APBA, all series Sponsors, Promoter and Promoter's Sponsors (including their officers, employees, and agents) as additional insureds.

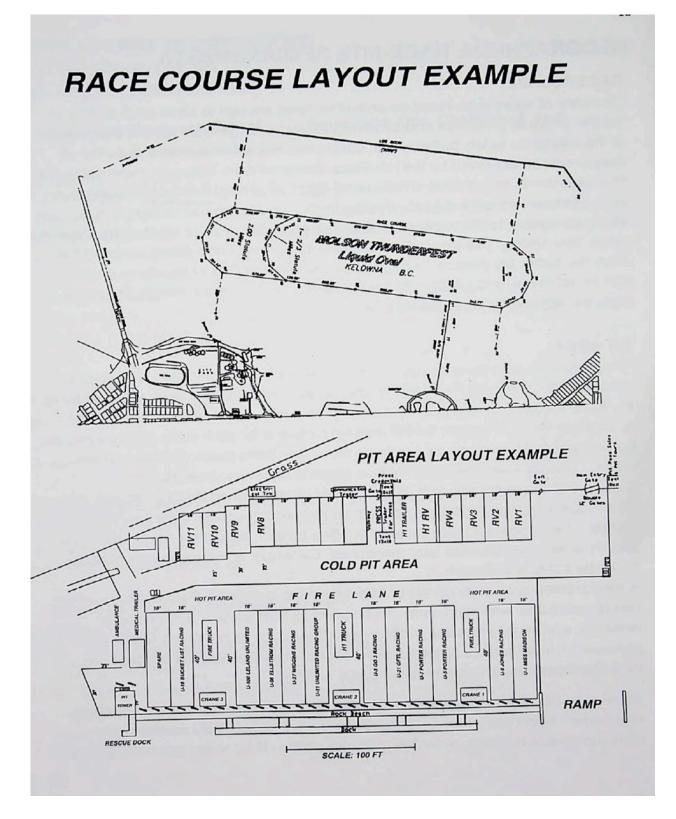
#### S. VIP AREA FOR NATIONAL SERIES SPONSORS & H1 AND RACE TEAM VENDOR LOCATIONS

- In addition to the credentials provided to H1 under Section K above, Promoter agrees to provide to H1 50 event admission passes that include access to the cold pits on every day of the event. In years in which a series Sponsor desires event admission, Promoter agrees to provide to H1 at Promoter's sole expense one (1) designated area, with one (1) 20'X 20' tent, tables, chairs and 100 VIP tickets per day located in the VIP area in lieu of 50 event admission passes with cold pit access. This VIP area will be considered prime viewing of the entire race course in the VIP section near the Judges Stand.
- 2. H1 will be responsible for all catering costs associated with VIP area.
- 3. Promoter will make an area in the VIP section available for use by all unlimited hydroplane race team owners, at a rate discounted by not less than fifty percent (50%) from the rate regularly charged for such space.
- 4. Promoter will make available at least one (1) vendor space for H1 and its Race Teams to sell H1 National Sponsor and/or Race Team souvenirs, merchandise and/or clothing.
  - (a) Promoter shall not charge a vendor fee or percentage of gross receipts for the use of said vendor space. However, H1 shall remain responsible for any concession fee or percentage charged by the city imposed on Event vendors.
  - (b) Such space shall be located in a "vendor" area, if there is an area so designated at Event. If there is no such designated area, the H1 vendor space(s) shall be located in a mutually agreeable area(s). H1 may also establish satellite vendor locations with the prior consent of Promoter.
  - (c) No less than sixty (60) days prior to the Event, H1 shall notify Promoter of the size of the space needed by H1 for its vendor space. H1 will notify Promoter at the same time of the nature and size of the equipment H1 will use (trailer, tent) for its merchandising facilities.
  - (d) Promoter shall not allow, without the consent of H1 the selling of any merchandise, souvenirs or clothing that contains the H1 and/or series logos.
  - (e) The cost of any H1 vendor facilities including, but not limited to a tent, trailer, tables, chairs, or other facilities, shall be the sole responsibility of H1.
- 5. Promoter will also provide similar vendor space to H1 Race Teams at a rate discounted by at least fifty percent (50%) from the rate regularly charged for such space.
- 6. Race Teams may merchandise products within their respective Pits.

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Appendix A







### Appendix **B**

