



P. O. Box 2440 / Anderson, IN 46018 / 765-642-0206

# 2010 Saturday Pit-Pad Lease Agreement

This is a Lease Agreement between Action Entertainment, Inc. and \_\_\_\_\_

Car Number: \_\_\_\_\_ Division: \_\_\_\_\_ Pad Number: \_\_\_\_\_

The individual or Company named above shall be referred to hereafter as the **Lessee** and Action Entertainment, Inc., as the **Lessor**. The conditions of this Lease Agreement shall be binding on both parties. Cancellation or termination of this Lease Agreement must be in writing by either party subsequent to the termination of this contract.

The **Lessee** shall have the exclusive use of a designated "Pit-Pad" located in the pit area of Anderson Speedway that is owned by the **Lessor**. **Lessee** shall pay to **Lessor**, the sum of \$125 to reserve a Pit-Pad. **All Pit Pads must be paid for by check or money order by February 28, 2010.** Pit-pads will be leased on a first come first served basis determined by postmark on returned contracts.

**Lessee** must be a registered Action Entertainment, Inc. participant with a registered car, number and a current license. This Lease Agreement is restricted to the registered car owner, requiring said car owner to designate his Division and car number. The Pit-Pad designated by the number listed above cannot be sub-leased, transferred, sold, loaned or freely given to another participant under any circumstances.

This Lease Agreement shall be restricted to and controlled by the annual schedule of Action Entertainment, Inc. The term of this agreement covers **only Saturdays** from March 27, 2010 through and including October 9, 2010. This Agreement is also only valid on nights the above named division is regularly scheduled to compete. The pads will **not** be available on Wednesday, Friday, Sunday or Monday events. Every effort will be made to accommodate the lessee with a pad, if available, on days their division runs other than Saturday. This agreement does not give the Lessee the rights to a specific pad. Every effort will be made by the Lessor to accommodate the Lessee consistently with the same pad each night when available.

Failure of the **Lessee** to use its Pit-Pad for three consecutive weeks or more, without prior approval of Action Entertainment, Inc., will revert use rights of said Pit Pad back to Action Entertainment, Inc without refund.

**Lessor** will have the exclusive right and control of any and all Pit-Pads at all times.

**Lessee** shall not construct, build, add to, alter, paint or damage their assigned Pit-Pad and will be responsible for damages.

All Pit Pad Lease Agreements shall terminate at the end of each year.

By: \_\_\_\_\_  
Registered Car Owner

By: \_\_\_\_\_  
Action Entertainment, Inc.

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