

NCQMA Key Holder Agreement

NCQMA regular members, in good standing with NCQMA and USAC, may be issued a key to the facility. This key will give you access to the facility for practice and/or to perform your required duties. You should understand, this only gives you access at certain times. You will be required to abide by all rules and regulations set forth by NCQMA and USAC. It is your responsibility to know and understand these rules, and to stay informed of any rule changes that may occur. You may check the website regularly or call if you have any concerns regarding practice. Strict penalties will result if you do not abide by all rules. Rules are found at NCQMA.com under Racing Rules in the top menu.

Failure to return keys within 30 days following written notice by NCQMA or termination of NCQMA membership, whichever occurs first, shall constitute a breach of agreement.

Notwithstanding the provisions of this agreement, NCQMA board retains the right to change the locks and keys at its discretion and without warning or notice.

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

Neither party shall have the right to assign or subcontract any part of its rights or obligations under this agreement.

All disputes, disagreements or claims between the parties shall be submitted to the exclusive jurisdiction of the State of North Carolina, with venue in Rowan County. The parties hereto waive any defense of lack of personal jurisdiction in said court.

This agreement shall be construed in accordance with and be governed by the laws of the State of North Carolina.

In the event suit is brought to enforce or interpret this agreement (or any part hereof) or the rights or obligations of any party hereto, the prevailing part shall be entitled to recover reasonable attorneys' fees and litigation costs as fixed by the court.

This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

With the receipt of the NCQMA key, I hereby agree and guarantee:

- 1) Not to loan the key to anyone.
- 2) Not to make any attempts to copy the key.
- 3) Not to alter the key in any shape or form.
- 4) To use the key for the intended purpose only.
- 5) To store the key safely.
- 6) To immediately report lost or stolen key.
- 7) Upon request, produce or surrender the key.
- 8) A \$20 deposit is required for issued key. This deposit will be returned upon return of the track key.
- 9) To pay a fee of \$1,500 for any key that is not returned at the request of any NCQMA Board Member.

Key Type 92EAA **Key No.** _____

Name _____ **Phone** _____

Mailing Address _____

City/State/Zip _____

Signature of Responsible Party _____ **Date** _____

By signing above, you are stating that you have read and understand the policy, and will be held accountable for all violations.