

## Race Car Rental Agreement

(Thing3 Racing)

This Agreement is made and contracted this \_\_\_th day, September, 2013, between Justin Lee of 3780 W Wood Lake Ct, Columbus IN 47201 hereafter referred to as **Principal**, and, **RenterName** with a primary mailing address of **Number Street City State Zip**, hereafter referred to as **Renter**. Jointly, Principal and Renter shall be referred to as the **Parties**.

Therefore, the Parties agree and contract that Principal shall provide and Renter shall accept and share use for a designated purpose Principal's property, described as a 1994 Mazda Miata racing automobile. Renter acknowledges that the terms of this agreement include Renter's use and liability and responsibility for Principal's property should Renter utilize vehicle during the prescribed event.

The designated purpose of use shall be limited to sanctioned auto racing activities associated with the ChumpCar World Series, a competitive motorsports event promoted by ChumpCar International LLC and held at **Road America of Elkhart Lake, WI** on the dates of **October 18<sup>th</sup> 2013** to **October 20<sup>th</sup> 2013**.

Renter acknowledges that his/her use of Principal's property during this even shall be shared with other renters/drivers under the terms of a similar contract and agreement.

Any action by Renter resulting in the use of the Principal's property outside of this sanctioned event, or use not in conformance with the rules of this sanctioned event, or any use that is in violation of any Municipal, State or Federal law, shall immediately nullify this Agreement and require Renter to:

- 1) Accept full and sole responsibility for any damages, liability, public or private disciplinary actions, or legal actions resulting from Renters use;
- 2) Fully indemnify Principal against any damages, liability, or legal actions resulting from Renters use;
- 3) Compensate Principal for any and all damages to Principal from Renters use;
- 4) Reimburse Principal for any and all legal costs associated from Renters use; and
- 5) Reimburse Principal for any and all loss of revenue and/or loss of use associated from Renters use.

Principal shall transport and provide said property to the location of the event by Principal's own means and under coverage of Principal's own insurance. Principal shall provide a limited number of spare parts and/or replacement parts for said property; however, in case of mechanical failure or on-track incident, Principal may not have all parts required to complete the event. Renter understands and acknowledges that Principal cannot guarantee any length of operation of Principal's property in the competition event. Furthermore, because the use of the property is being shared by others, no guarantee can be made, or is issued by the Principal to the Renter, that renter shall enjoy any use of the Principal's property. The availability of the Principal's property to the Renter is unknown.

**PRINCIPAL'S PROPERTY IS BEING DELIVERED IN AS-IS CONDITION, WITHOUT ANY REPRESENTATION OF MECHANTABILITY FOR USE. RENTER HEREBY ACKNOWLEDGES AND ACCEPTS SAID PROPERTY AS BEING DELIVERED IN A FULLY FUNCTIONAL, WELL-ENGINEERED AND SAFE OPERATING CONDITION FOR THE DESIGNATED PURPOSE OF USE, ALTHOUGH SUCH USE MAY NOT BE CONSIDERED SAFE. AS SUCH, RENTER (AND/OR RENTER'S FAMILY, HEIRS, ASSIGNS, ASSOCIATES, EMPLOYEES AND/OR OTHER PERSONS WHO MAY HAVE ANY INTEREST IN RENTER) AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY PRINCIPAL AGAINST ANY ACTION, SUIT, CLAIM OR LEGAL PROCEEDING RESULTING FROM RENTER'S USE AND/OR ACTIVITIES WHILE OPERATING OR BEING ASSOCIATED WITH PRINCIPAL'S PROPERTY.**

Renter acknowledges that Renter shall be responsible for any and all repairs of any kind or any damage to Principal's property during the specified term of this Agreement, on a pro rata basis, shared equally among all renters as long as damage is realized within the course of normal, competitive on-track racing. If any damage is realized to Principal's property based on the actions of a single Renter, actions that fall



outside the course of normal, competitive on-track racing as deemed by the Principal, that Renter shall bear the full and sole burden for all repairs.

Principal's countersignature confirms that Principal has received and Renter has paid the Principal the total sum required for the shared use of said property during the term of the prescribed and designated event.

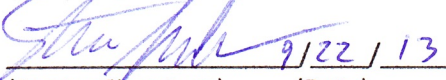
Renter agrees and understands that Principal may pursue legal actions to satisfy any and all demands of this Agreement, and as such, Renter agrees to reimburse Principal for all legal costs associated with Principal's rights in accordance with this Agreement.

This Agreement represents the full understanding of all Parties. No changes may be made unless detailed in writing and countersigned as accepted by all Parties.

This contract shall be ruled by the laws of the State of Indiana.

Agreed by Renter:

Agreed by Principal:

  
(Renter Signature)      9/22/13  
(Date)

\_\_\_\_\_  
(Principal Signature)      \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Date)

Steve Jacobson  
(Renter Print Name)

\_\_\_\_\_  
(Principal Print Name)

#### TLDR Version:

1. You break it, you buy it. You break yourself, you pay. You break someone else, you pay. You break something else, you pay. In no circumstance will the Principal pay. The entire replacement cost for the vehicle and everything it contains and everything attached to it, stands at \$5000. All repairs negotiated at less than an entire vehicle replacement, shall be calculated at time of incident and agreed upon with signature at that time. Oh, if you buy it, you transport it.
2. You might get to drive, you might not. Every reasonable effort will be made to keep the car in usable condition throughout the event. In the event that the vehicle becomes unusable, any and all discussion of reimbursement or credit will be amongst the renters. The Principal takes no role in "fairness." That is, any loss of use experienced by one renter, caused by another renter or vehicular mechanical failure, shall be "squared" amongst the renters.
3. You paid to rent. The money is long gone. If, and only if, the vehicle fails to arrive at the event, or arrives at the event in an unusable condition will a credit be extended to a different event.
4. Don't wreck the car for the next guy. Don't be unnecessarily hard on the equipment. It's a ChumpCar for Christ's sake, it won't hold up to lead feet and ham fists for long... so don't. Watch the gauges and bring it in if there's a mechanical issue. We'll get it fixed and back out, and you and other renters are welcome to help accelerate that process, but aren't required to do so by any means.
5. This is just paperwork. We're actually really nice guys and only wrote this out for the proverbial cover-your-ass situation. Don't screw us, and we won't screw you.