



## RACE RENTAL AGREEMENT

Dated Today, \_\_\_\_\_ the of \_\_\_\_\_, 2019, this RACE RENTAL AGREEMENT (hereinafter referred to as 'AGREEMENT') is by and between Royale Racing, LLC, 35 Kurtz Road Schwenksville, PA 19473 (hereinafter referred to as 'OWNER') and

### RENTER:

{Please ADD Name} (hereinafter referred to as 'RENTER')

{Please ADD Address}

Phone: {ADD Primary Contact #}

Email: {ADD Email Address}

- 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 OWNER pay.
- The entire replacement cost for the RACE RENTAL and everything it contains and everything attached to it (hereinafter referred to as FAIR MARKET VALUE), stands at {Car Value in USD}. 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.
- This is just paperwork. Here at Royale Racing LLC, we are actually really nice guys and only wrote this out for the proverbial cover-your-ass situation (YOURS and MINE). Don't screw us, and we won't screw you.

### RACE VEHICLE

The vehicle which the OWNER hereby agrees to rent is: {Rented Race Car / Identifier}, (herein referred to as the 'RACE CAR')

The RACE CAR will have undergone, at OWNER's expense, a full pre-track maintenance review in addition to the basic safety inspection requirements of the sanctioning body in which the RACE CAR will be used during the TERM. The RACE CAR will be brought to the event location by the OWNER and will be presented to the RENTER in a state that it is ready to use; including a full tank of fuel

The RENTER is fully responsible to inspect and review the RACE CAR prior to final safety sign-off (ie... Technical Inspection) and/or operation.

The RENTER will be responsible for paying for repairs to RACE CAR for damages sustained while RENTER is operating or in control of RACE CAR, whether on or off the track or in the pit or paddock area of the track, if RACE CAR is totaled beyond repair or if said repairs exceed the FAIR MARKET VALUE of said RACE CAR, RENTER will pay OWNER up to the FAIR MARKET VALUE of the RACE CAR.

Initial for acknowledgement \_\_\_\_\_

### **TERM**

The rental period of this AGREEMENT (hereinafter referred to as the 'TERM') shall be from **{Rental Dates}**, for the purpose of the **{Race / Track / Location}**

The RENTER will have usage of the RACE CAR from the start to the end of scheduled activities on the day(s) of the TERM.

During the TERM, the following conditions apply:

1. RENTER acknowledges that he or she is covered by adequate medical insurance for any injuries that may be sustained during the term of this AGREEMENT, OWNER has not and will not provide medical insurance to the RENTER, and RENTER further agrees not to seek coverage from OWNER's insurance policies, if any.

Initial for acknowledgement \_\_\_\_\_

2. RENTER understands and agrees that the Rental Rate does not cover any race entry fees, licenses, log books, school entry fees or track rental fees, RENTER's personal transportation to and from the race track and RENTER's accommodations, food or other expenses.
3. RENTER shall not let anyone drive or operate the RACE CAR who is not designated on the AGREEMENT as RENTER.
4. RENTER shall not make or allow to be made any additions or alterations to the RACE CAR without obtaining OWNER's written consent on each occasion, including, but not limited to, the placement of graphics or signage on the RACE CAR.
5. While driving the RACE CAR, the RENTER is responsible for monitoring the vehicle systems, such as oil pressure, water temperature, brake performance, etc.. to ensure that the RACE CAR remains functional and is not damaged in any way.
6. RENTER may hire OWNER to provide additional crew support to RENTER. This service will be offered at a 50% discounted rate with 30 days' notice previous to the TERM of the AGREEMENT. Crew support includes service and repairs track side such as but not limited to, adding fuel, checking fluids, suspension and set-up changes, alignments, bleeding brakes and general repairs

**{OPTIONAL CLAUSE}** RENTER has elected for crew support as outlined above in bullet #6 and agrees to pay OWNER the sum of **{Service FEE in USD}** for said services during the TERM. Fee to be paid in full at least two weeks prior to the beginning of the rental TERM along with rental fee.

Initial for acknowledgement \_\_\_\_\_

7. OWNER may at its sole discretion recall the RACE CAR at any time if said vehicle shows evidence of having been subjected to abuse or on-track conduct is such that damage to the vehicle appears to be a foreseeable likelihood. If OWNER so recalls the vehicle under this clause. OWNER, at its sole discretion, shall determine if a reasonable pro-rata portion of any rental fees apply. The amount of any returned rental fees is the sole option and discretion of the OWNER.

### **RENTAL RATE**

RENTER agrees to pay OWNER the sum of **{Rental Rate in USD}** for the TERM of this AGREEMENT, said fee to be paid in full at least two weeks prior to the beginning of the rental TERM. RENTER must pay to OWNER a sum equivalent to 50% of the total rental upon the signing of this contract, along with the security deposit, further described below. The 50% pre-payment is non-refundable in the event of a cancellation by RENTER unless OWNER rents to another party. OWNER agrees to make a good faith effort to find another renter for that date should the RENTER cancel.

### **DEPOSIT**

The RENTER further agrees to make a deposit of **{agreed deposit}** with the OWNER, said deposit to be used, in the event of loss of or damage to the vehicle or equipment during the TERM of this AGREEMENT, to defray fully or partially the cost of necessary repairs and/or replacement parts. In the absence of damage or loss, said deposit shall be returned to the RENTER.

### **RELEASE AND WAIVER**

UNDERSTAND THIS PARAGRAPH TO BE A RELEASE AND WAIVER and Intending to bind his or her heirs, executors, administrators and assigns, the Renter agrees that he or she shall be responsible and liable for any claims, actions, judgments and damages whatsoever for injuries, death or damages to property as a result of any act or omission arising from his or her racing activities, participation in the stated event(s) or from any from any use of RACE CAR, whether the result is of negligence or otherwise and whether suffered by RENTER or by any other persons; and shall indemnify and Hold OWNER, and its officers, employees, agents, heirs successors, beneficiaries, assigns and attorneys harmless from and against all such claims including reasonable attorney fees, notwithstanding any claim that OWNER contributed to; and shall promptly pay any judgment or settlement resulting therefrom.

**THIS IS A LEGAL CONTRACT, OWNER AND RENTER HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING AND ENTERING INTO THIS AGREEMENT.**

IN WITNESS, WHEREOF, OWNER and RENTER have caused this RACE CAR RENTAL AGREEMENT to be executed as a sealed instrument as of the day and year first above written.

OWNER:

Royale Racing, LLC  
Christopher M. Shoemaker

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RENTER:

{ADD Full Name}

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