

CalabreseRacing LLC Rental Agreement -

No Vehicle Will Be Driven Without Reading and Signing This Contract. Without Exception

WHEREAS _____ hereinafter

known as "Lessee" desires to lease from "Lessor" CalabreseRacing LLC 2472 W Crocus Dr, Phoenix, AZ 85023, a Spec Miata Race Car.

Both parties here desire to establish in writing the terms and conditions under which the Lessor will lease said car.

NOW, THEREFORE, in consideration of the foregoing the parties here to agree as follows:

1. Lessee will lease from the Lessor a Spec Miata Race Car for the following Event, Track, and Dates as follows:

Event _____

Wild Horse Pass __/__/____

AMP __/__/____

INDE __/__/____

Other Track _____ Date: __/__/____

2. Lessee agrees to pay the sum of \$ _____ for the Rental Fee.

The Rental Fee is a flat fee for providing the car. No portion will be returned due to the Lessee's inability to continue or If the car is damaged in the event and is unable to continue. A 50% Deposit is due to Secure the Race Car for your desired event and date(s).

3. In consideration of the lease stated herein the Lessor agrees to provide a Spec Miata Race Car # _____ which will pass tech inspection.

4. Lessee shall be responsible for all required credentials, entry fees, test day fees, protective clothing/race suit, helmet, travel expenses, food & lodging expenses, (car comes with a full tank of gas per day) and any other personal expenses. (Rental helmets and/or race suits can be provided at an additional cost)

5. Lessee agrees to be responsible for the payment of ANY and ALL damage to the car, including, but not limited to engine and body work caused as a result of the use of said car. Lessee agrees to be held liable for damage to the car and for damage to any trackside property caused as a result of a driving error by the Lessee. If the car is damaged by the driving error of other driver(s) or vehicle(s) on the course, the Lessee remains liable for all damage to the car even if the Lessee may have no fault in the incident. Lessee shall be responsible for damage to the car's engine as a result of failing to monitor the gauges. All repairs shall be made by CalabreseRacing LLC 480-529-2816.

All parts necessary for all repairs as well as labor charges will be the responsibility of the Lessee. Auto Body Shop of choice will be at the discretion of CalabreseRacing LLC.

6. The undersigned shall indemnify, waive ANY and ALL claims against and hold CalabreseRacing LLC and Carl Calabrese, harmless from ANY and ALL claims arising from the conduct, management or the performance of the job of renting, storing, preparing, repairing, transporting or maintaining race cars. This agreement is applicable to race cars owned and/or operated by CalabreseRacing LLC, Carl Calabrese the undersigned. This indemnity, waiver of claims and hold harmless agreement shall apply to ANY and ALL conditions arising from any accident, injury, or damage whatsoever caused by or to any person, or property by Calabrese Racing LLC, Carl Calabrese; including, but not limited to, loss or total destruction of property or severe injury or loss of life. Further, by execution of this agreement, the undersigned hereby releases, releases, acquits, satisfies, and forever discharges CalabreseRacing LLC, Carl Calabrese and any companies affiliated with CalabreseRacing LLC, Carl Calabrese, their respective present and former officers, directors, shareholders and agents. This indemnity, Waiver of Claims and Hold Harmless Agreement further discharges any and all relatives, family members, successors, assigns and heirs of CalabreseRacing LLC, Carl Calabrese. The undersigned further releases CalabreseRacing LLC, Carl Calabrese from any and all liabilities from all, and all manners of actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, execution, claims and demands whatsoever, in law or in equity, which undersigned ever had, now has, or may have in the future, or of which any personal representative, institution, successor, heir or assign of the undersigned can, shall or may have, against CalabreseRacing LLC, Carl Calabrese. The aforementioned indemnification shall not be affected by a claim that negligence either of CalabreseRacing LLC, Carl Calabrese or their respective agents, contractors, employees, or licensees contributed in whole or in part to the loss or damages of the undersigned. This Indemnity, Waiver of Claims and Hold Harmless Agreement shall apply to any matter, cause, or thing whatsoever from the beginning of time and until the end of time.

7. As a result of the purposes for which the parties here to have entered into this agreement, the provisions hereto are personal to Lessee and Lessor. Therefore, neither party shall assign his interest in this agreement.

8. In the event that it becomes necessary for the Lessor to enforce any of the provisions of

this agreement, the Lessee shall be responsible for the payment of all costs and fees, including legal fees, incurred in the prosecution of said action if the Lessor is the successful litigant.

9. The Lessor has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the car, except that the car was in "race worthy" condition prior to the commencement of the rental period and that the said car will pass the technical inspection prior to the commencement of the event. The Lessor will not be liable to Lessee for any liability, loss, or damage caused or alleged to be caused directly or indirectly by the car, by any inadequacy thereof, or defect therein, or by any incident in connection therewith.

10. Lessee shall make no alterations to the car without the express consent of the Lessor during the lease period.

11. This document contains the entire agreement between the parties and any modification hereof shall be in writing and executed by both parties.

12. Due to the extreme stresses of racing, there is no warranty expressed or implied, on any products or services sold or leased from CalabreseRacing LLC.

13. This agreement shall be interpreted in accordance with the internal laws of the State of Arizona. Any dispute arising from the use of the car, this contract or services provided will be settled in the County of Maricopa, State of Arizona.

14. In the event of a cancellation by the Lessee, his/her deposit shall be retained to cover the cost of preparing the car.

15. In the event of a total loss of the vehicle the customer would have two choices.

A) Vehicle remains property of CalabreseRacing LLC and the lessee will pay \$10,000.00 for total loss damages.

B) Customer retains the vehicle and will pay CalabreseRacing LLC \$14,000.00 for total loss damages.

16. Tires:

New tires are recommended for optimum performance and can be included at an additional cost of \$1500. (customer may retain the tires after the event if they wish to do so)

Tires that are included with the rental are used competition tires, meant for dry surface only.

17. Rain Tires:

Rain Tires must be provided by the customer unless prior arrangements are made. In the event that CalabreseRacing LLC provides rain tires, CalabreseRacing LLC is not responsible for the correct tire required by the sanctioning body.

Tire Damage:

Any damages I.E. Flat Spotting or damaging a tire provided by CalabreseRacing LLC will incur a \$75.00 minimum charge added to the price of the rental. By initialing this note I have read and understand its content.

INT. _____

Payment:

50% of balance will be due to secure the race car for an event. The remaining balance will be due at the end of the event, unless prior arrangements have been made. Quoted prices are cash prices, credit cards may be subject to a 3% charging fee.

INT. _____

IN WITNESS WHEREOF, the parties hereunto execute this agreement this _____ day of _____, 20_____.

Lessor: _____ DATE _____

Carl Calabrese, CalabreseRacing LLC.

By signing this agreement, you are stating that you have READ and AGREE to ALL of the conditions of this rental contract.

Lessee: _____ DATE _____

Contact Information:

Address: _____

Phone Number: _____

Lessee Emergency Contact Information:

Name: _____

Relationship: _____

Address: _____

Phone Number: _____