**Huggins Motorsports Race Car Rental Agreement**

This Agreement is made and contracted this \_\_\_\_ day, \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, between Christopher Huggins, here after referred to as **Principal**, and, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RenterName) with a primary mailing address of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ here after 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 BMW 325i (E30) 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Track Name) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_ (Location) on the dates of \_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_20\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_,\_\_\_\_20\_\_\_. Renter acknowledges that his/her use of Principal’s property during this event 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, wrecks during the 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 and Principal’s Property 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 Principal’s property is being shared, no guarantee can be made, or is issued by Principal to Renter, that renter will operate Principal’s property for any period of time. The availability of Principal’s property to Renter is unknown.

**PRINCIPAL’S PROPERTY IS BEING DELIVERED IN AS-IS CONDITION, WITHOUT ANY PRESENTATION OF MERCHANTABILITY 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 AND PRINCIPAL.**

Renter acknowledges that if any damage is realized to Principal’s property in the hands of a single Renter, that Renter shall bear the full and sole burden for all damage and repair. In the event of ANY negligence which results in damage as deemed by the Principal, the Renter shall be responsible for the cost of all repairs, which shall be completed at the Principal’s discretion.

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. Renter also acknowledges that Principal may remove Renter from the racing automobile in the event of disorderly conduct at the discretion of Principal. 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.

Agreed by Renter: Agreed by Principal:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_/\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_

(Renter Signature) (Date) (Principal Signature) (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ Chris Huggins \_\_\_\_\_\_\_\_\_\_\_\_\_

(Renter Print Name) (Principal Print Name)

TLDR Version:

**1. This is endurance racing. The race is not won on the first lap, first corner, or any lap for that matter. It can be lost on the first lap though. Drive carefully, make good decisions, and don’t abuse the car. As long as we keep making laps we will finish strong.**

2. 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 $10,000 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. You are on video. Smile and drive responsibly.

3. 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. I will have no part in the discussion. It is not up to me to determine “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.

4. 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.

**5.** **Don’t wreck the car for the next guy & don’t be hard on it. It’s a ChumpCar for Christ’s sake, it won’t hold up to lead feet and ham fists… so don’t. Shift carefully – Money Shifts are a real bad thing. Watch the gauges & radio in if there’s even a question.** We’ll look over it and go from there.

6. This is just paperwork. We’re actually really nice people and only wrote this out for the lawyers.

Happy racing!