



**1170 Corey Rd
Malabar, FL 32950**

Race Rental Agreement

1. Introduction

The following constitutes an agreement between _____ (Lessee) and Brutal Performance, LLC (Lessor) for the purposes of providing the Lessee access to share a race weekend using Lessor's car and equipment.

2. Lessee Credentials/Equipment

Lessee must provide all his/her own personal safety equipment. The safety equipment must comply with the rules of the pertinent sanctioning body.

Lessee must provide a current racing license with the pertinent sanctioning body.

3. Rental Rates

3.1. Pre-race Deposit

Lessee agrees to payment of actual costs as described in the Cost Estimate provided prior to the race weekend. Required deposit amount, as described in the Estimate, is a fixed fee based upon costs that are known prior to the race weekend e.g., travel, crew, hotels, meals, entry, etc. This deposit is due a ***minimum of 3 weeks prior to the race weekend***, or as specified in the Cost Estimate. If the weekend is cut short by mechanical failure, the Lessee may be eligible for a partial refund of the deposit amount.

3.2. Rental Cost for Actual Mileage

Additionally, as described in the Cost Estimate, costs will be calculated based upon actual mileage accrued by the Lessee during the weekend. The rate will be specified in the Cost Estimate, with the total charge calculated upon completion of the last session of the weekend. Actual mileage will be calculated using Lessor's session lap records, which will be made available to the Lessee to review. Lessee is to provide payment in full ***prior to leaving the track***.

3.3. Other Costs

Other costs for items purchased at the track (e.g. tires, communication equipment, etc.) for the Lessee's use will be included as specified in the Cost Estimate. These costs may be modified from amounts shown on the Cost Estimate to reflect actual costs at the track.

4. Damages

4.1. Liability

The Lessee is liable for all damages to the car while Lessee is driving that are not considered to be standard "wear and tear". Standard wear and tear includes paint

chipping, pitting of the windshield, etc. that are not a result of contact with other cars or other objects.

4.2. Crash Damage Deposit

A crash deposit in the amount of \$ _____ must be provided by the Lessee in the form of cash or check prior to any driving activity. If the weekend is completed with the Lessee sustaining no damage, the deposit will be returned before leaving the track.

4.3. Crash Damage Repair Costs

If some damage is sustained, the deposit will be retained until the Lessor is able to generate an estimate for repairs. Repair costs will be calculated at parts cost, plus \$50/hour labor for those repairs performed by Lessor. Repair services provided by outside vendors will be charged at vendor price to Lessee. Repair methods are not negotiable. If Lessor deems it necessary to replace a component rather than repair it, that is solely at the discretion of the Lessor. If the total damage repair estimate exceeds the crash deposit amount, an additional invoice will be sent to Lessee for the difference. If the damage repair cost is lower than the deposit amount, the difference will be refunded to Lessee as soon as reasonably possible.

5. Terms

Lessee and Lessor shall agree to a general approach to the sharing of the weekend’s track sessions prior to the race weekend, as reflected in the Cost Estimate. However, this may be modified as mutually agreed during the weekend, with the resulting changes reflected in the actual mileage accrued.

Lessor reserves the right to end the Lessee’s weekend at any time at Lessor’s discretion based upon Lessee’s conduct in and outside of the racecar.

Lessee’s lodging, transportation, and meal costs are typically the responsibility of the Lessee, though the Cost Estimate may specify other terms mutually agreed upon.

(Lessee Signature)

Date