

*Martinelli Motorsports, Inc.*

DRIVER DEVELOPMENT • TEAM RACING EXPERIENCES • VEHICLE MAINTENANCE

**Race Rental Agreement,  
Terms and Conditions of Use,  
Liability Covenant,  
Hold Harmless Agreement,  
and Policies**

*UPDATED AS OF MARCH 2024*

**WITHOUT EXCEPTION, NO VEHICLE WILL BE DRIVEN WITHOUT READING AND SIGNING THIS CONTRACT**

Dated today, the [REDACTED] day of [REDACTED], of the year [REDACTED], this RACE RENTAL AGREEMENT, TERMS AND CONDITIONS OF USE, LIABILITY COVENANT, and HOLD HARMLESS AGREEMENT (hereinafter collectively referred to as 'AGREEMENT') is by and between Martinelli Motorsports Inc. (hereinafter referred to as 'OWNER') and

**RENTER:**

[REDACTED] (hereinafter referred to as 'RENTER')  
(PLEASE INSERT FULL NAME OF RENTER)

[REDACTED]  
(PLEASE INSERT ADDRESS OF RENTER)

Phone: [REDACTED]  
(PLEASE INSERT PRIMARY CONTACT TELEPHONE NUMBER OF RENTER)

Email: [REDACTED]  
(PLEASE INSERT PREFERRED EMAIL ADDRESS OF RENTER)

Whereas RENTER desires to participate in an automotive-related event by renting time within a race vehicle of which shall be provided by OWNER. Now, therefore, in consideration of the foregoing parties hereto agree as follows:

- If you break it, you buy it. If you break yourself, you pay. If you break someone else, you pay. If you break something else, you pay. In no circumstances will OWNER be held liable.
- This is just necessary paperwork. At Martinelli Motorsports Inc., we believe that race car driving is not just a sport but a way of life. With the inclusion of and signing-off on legal filings to cover both OWNER and RENTER, we can get back to the on-track excitement.

## RACE RENTAL AGREEMENT

### 1. RACE VEHICLE

- 1.1. OWNER agrees to rent to RENTER and RENTER agrees to rent from OWNER the vehicle described as [REDACTED] (hereinafter referred to as 'RACE CAR') for the purpose of driving for an EVENT physically at a third-party VENUE location.
- 1.2. The entire replacement cost for the RACE CAR and everything it contains (hereinafter referred to as FAIR MARKET VALUE) currently stands at [REDACTED]. All repairs negotiated at less than an entire vehicle replacement shall be calculated at the time of incident and agreed upon with signature at that time.
- 1.3. To be completed alongside OWNER, RENTER is fully responsible for personal inspection and review of the RACE CAR prior to final safety sign-off (ie. Technical Inspection) and/or operation. This inspection process serves as a crucial step in establishing the condition of the RACE CAR at the beginning of the EVENT, providing both parties with a clear understanding of its baseline condition and any existing wear and/or damage.

Initial for acknowledgement [REDACTED]

### 2. SERVICES

- 2.1. OWNER is obliged to provide the services as detailed within this AGREEMENT as ordered by RENTER and as promised by OWNER.
- 2.2. OWNER offers vehicles that are under their ownership and are operated by both OWNER and by third-party renting clients. It is at the sole discretion of OWNER as to which vehicle(s) will be made available for each EVENT.
- 2.3. The RACE CAR provided by OWNER shall be equipped with all necessary safety features and equipment, meticulously maintained to ensure peak performance and reliability on the track. From advanced racing harnesses and roll cages to in-car camera and data acquisition devices, every aspect of the RACE CAR is designed to enhance safety, control, and driver feedback during high-speed driving. OWNER shall conduct regular inspections and maintenance checks to ensure each RACE CAR meets the required standards of safety and performance.
- 2.4. The RACE CAR will have undergone, at OWNER's expense, a thorough inspection of all critical components and systems of the RACE CAR, including the engine, transmission, brakes, suspension,

chassis, and safety equipment to ensure that it is safe and roadworthy of use. OWNER shall also conduct 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 EVENT. Furthermore, the RACE CAR will be brought to the EVENT's location by the OWNER and will be presented to the RENTER in full operational condition and in a state that is ready for use.

- 2.5. Due to the extreme stresses of racing, OWNER has not made and does not make any representation or warranty, expressed or implied, with respect to the condition, quality, durability, or suitability of the RACE CAR except that the RACE CAR was in 'race worthy' condition prior to the commencement of the EVENT and that the RACE CAR will pass the technical inspection prior to the commencement of the EVENT.
- 2.6. OWNER shall provide comprehensive support services to RENTER throughout the duration of an EVENT including but not limited to on-site assistance during track events.
- 2.7. OWNER fosters a culture of education and empowerment, providing RENTER with access to comprehensive driver development courses, team racing experiences, and trackside support services. Experienced instructors and race vehicle technicians shall be available to guide RENTER through every step of the EVENT offering personalized coaching, technical advice, and mechanical support.
- 2.8. OWNER shall conduct regular trackside inspections of the RACE CAR during the EVENT to monitor its condition and performance and to address any issues and/or concerns promptly. OWNER shall assign qualified technicians and mechanics to perform these inspections and shall equip them with the tools, equipment, and diagnostic devices to conduct thorough assessments of the RACE CAR's mechanical and structural integrity. Any and all repairs shall be made at the discretion of OWNER and performed by the OWNER or an individual whom is a crew and/or staff member of the OWNER. This proactive approach to monitoring the condition of the RACE CAR allows OWNER to identify any potential issues and/or concerns early on and to take prompt action to resolve them thus minimizing downtime and ensuring the continued safety and reliability for RENTER's use.
- 2.9. After the expiry of the EVENT period, the RACE CAR will again be inspected by the OWNER.


Initial for acknowledgement

### 3. EVENT


3.1. The rental period (hereinafter referred to as 'EVENT') shall be , as specified in the AGREEMENT, unless otherwise terminated pursuant to the terms herein. The RACE CAR shall be used on the aforementioned date(s) for the sole purpose of the

TEAM RACING / DRIVER DEVELOPMENT COURSE

- 3.2. The RENTER will have usage of the RACE CAR during specified 'stints' (blocks of time at which RENTER will be in sole operation of the RACE CAR). Prior to the EVENT, OWNER shall clearly communicate with RENTER the quantity of and duration of stints at which RENTER will have usage.
- 3.3. All EVENTS will be carried out regardless of the weather, however, the VENUE and/or HOST reserve the right to change or cancel the EVENT in case of force majeure or emergency. In the event of a track closure or shall a situation arise in which a VENUE and/or HOST cancels an EVENT, OWNER will not be held responsible. The amount of any returned rental fees is the sole option and discretion of the OWNER.


Initial for acknowledgement 

#### 4. VENUE

- 4.1.  (hereinafter referred to as 'VENUE') is a third-party location at which an EVENT takes place.
- 4.2. OWNER offers services at a number of racetrack locations around the U.S. and each respective VENUE and its facilities shall have their own set of rules and regulations that must be adhered to by both RENTER and OWNER.
- 4.3. It is the responsibility of RENTER to familiarize themselves with the rules and regulations pertaining to their specific EVENT's VENUE.

Initial for acknowledgement 

#### 5. HOST

- 5.1.  (hereinafter referred to as 'HOST') is a third-party organization that runs a series of their own happenings at which OWNER provides an EVENT.
- 5.2. OWNER offers services at several HOST happenings and the respective HOST of each EVENT shall have their own set of rules and regulations that must be adhered to by both the RENTER and OWNER.
- 5.3. It is the responsibility of RENTER to familiarize themselves with the rules and regulations pertaining to their specific EVENT's HOST.

Initial for acknowledgement 

## 6. RENTAL RATE

- 6.1. RENTER agrees to pay OWNER the sum of [REDACTED] (hereinafter referred to as 'RENTAL RATE') for the rental of the RACE VEHICLE EVENT and their participation in the EVENT as described within this AGREEMENT.
- 6.2. RENTER must pay to OWNER a sum equivalent to 50% of the total RENTAL RATE upon the signing of this AGREEMENT.
- 6.3. RENTER must pay to OWNER the RENTAL RATE in full at least one week prior to the start of the EVENT.
- 6.4. RENTER understands and agrees that the RENTAL RATE does not cover licenses, RENTER's personal transportation to and from the VENUE at which an EVENT is to be held, RENTER's accommodations, food, or other related expenses. The RENTAL RATE solely pertains to covers the cost of participation within the EVENT basic operational expenses for the rental of the RACE CAR.

Initial for acknowledgement [REDACTED]

## 7. LICENSES

- 7.1. OWNER provides the RACE CAR with the understanding that it will be operated by drivers who possess the necessary skills, experience, and competence to safely handle high-performance vehicles on the track. RENTER warrants that they hold and are in possession of a valid U.S. driver's license and undertakes to allow the OWNER and staff members of the VENUE and/or HOST to inspect this on request. RENTER further warrants that they have the requisite knowledge and experience to operate the RACE CAR safely and responsibly.
- 7.2. For persons participating in an EVENT where the third-party HOST is named as American Endurance Racing, RENTER must either possess or be able to successfully obtain necessary approval and clearance directly through American Endurance Racing prior to the EVENT's date. Failure to do so will result in automatic cancellation at no fault of OWNER.
- 7.3. For persons participating in an EVENT where the third-party HOST is named as 24 Hours of LeMons, RENTER must either possess or be able to successfully obtain a valid LeMons Competition Membership directly from 24 Hours of LeMons prior to the EVENT's date. Failure to do so will result in automatic cancellation at no fault of OWNER.

Initial for acknowledgement [REDACTED]

## TERMS AND CONDITIONS OF USE

### 1. PARTICIPATION

- 1.1. The aim of participation in a service provided by OWNER is to improve RENTER's personal driving skills and is not to achieve the top speed of a vehicle.
- 1.2. RENTER is obliged to know the general conditions of participation as well as conditions set forth by both the VENUE and HOST and shall strictly obey all of the rules regarding proper driving and behavior.
- 1.3. RENTER acknowledges that motorsport activities inherently involve risks and agrees to assume full responsibility for both their actions while in operation of the VEHICLE and while on the premises for the entire duration of the EVENT.
- 1.4. OWNER is entitled to exclude RENTER from further participation in the EVENT if the rules of OWNER, VENUE and/or HOST have been disregarded despite a verbal warning.
- 1.5. OWNER reserves the right and may, at its sole discretion, terminate the AGREEMENT and repossess the RACE CAR at any time if said vehicle shows evidence of having been subjected to abuse, if on-track conduct is such that damage to the vehicle appears to be a foreseeable likelihood, and/or if RENTER engages in unsafe or irresponsible driving behavior. If OWNER so recalls the vehicle under this clause and in the case of non-participation or exclusion from an EVENT for reasons originating from the sphere of the RENTER, there is no claim to repayment of the RENTAL RATE.


Initial for acknowledgement



### 2. INCIDENT REPORTING

- 2.1. With regard to any accident and/or incident involving the RACE CAR, the findings and information of the handover protocol apply. In the event of an accident and/or incident involving the RACE CAR, RENTER shall immediately report to OWNER and provide detailed information regarding the circumstances surrounding the incident and shall cooperate fully with OWNER in assessing and resolving the matter.
- 2.2. With regard to any damages and/or mechanical issues involving the RACE CAR, the findings and information of the handover protocol apply. RENTER shall promptly report to OWNER any damages and/or mechanical issues involving the RACE CAR. RENTER shall provide detailed information regarding the extent of the damages and/or issues and shall cooperate fully with OWNER in assessing and resolving the matter.

- 2.3. With regard to the monitoring system of the RACE CAR, the findings and information of the handover protocol apply. Should RENTER take notice of any malfunction while using the RACE CAR, they should report it immediately to the OWNER, as if the problem persists it could cause significant damage to the RACE CAR, the RENTER themselves, the VENUE, and/or third-party participants.
- 2.4. Prompt reporting of accidents, incidents, damages, and/or issues is essential to ensure that OWNER can take appropriate action to address them and minimize any disruptions to RENTER's experience and participation with the EVENT. Failure to report and partake in the handover protocol could result in persistence of the problem(s) and potentially cause significant harm to the RACE CAR, the RENTER themselves, the VENUE, and/or third-party participants.
- 2.5. Upon receiving notification of accidents, incidents, damages, and/or issues, OWNER shall conduct a thorough assessment of the RACE CAR to determine the extent of harm and the necessary repairs. This may involve a physical inspection of the RACE CAR as well as diagnostic tests and analysis to identify safety and reliability in all repair decisions, ensuring that the RACE CAR is restored to its original condition and meets the standards of performance and safety.
- 2.6. OWNER reserves the right to inspect and/or repair the RACE CAR at its discretion. OWNER shall conduct a thorough assessment of accidents, incidents, damages, and/or issues reported by RENTER and shall solely determine the appropriate course of action to address them, including repair or replacement.
- 2.7. In the event that repairs cannot be completed in a timely manner or if the RACE CAR is deemed unfit for further use, OWNER will make a good faith effort to provide a suitable replacement vehicle, subject to availability.

Initial for acknowledgement 

### 3. SAFETY

- 3.1. RENTER acknowledges that they are covered by their own personal medical insurance for any injuries that might be sustained during the term of this AGREEMENT, OWNER has not and will not provide medical insurance to the RENTER, and the RENTER further agreed to not seek coverage from OWNER's insurance policies, if any.
- 3.2. Racing is inherently dangerous and exceedingly taxing, both physically and mentally. The RENTER alone bears full responsibility for their own safety including proper clothing and personal safety equipment requirements as well as having the general good health needed for such an activity. Failure to provide such personal safety necessities will result in automatic cancellation at no fault of OWNER.
- 3.3. The racing harness that is installed in the RACE CAR must be used throughout the EVENT whenever the RACE CAR is being operated.



- 3.4. During an event, racing helmets are compulsory and the RENTER must wear a proper race helmet at all times while operating the RACE CAR and, as required by the VENUE and HOST, whenever the RENTER is in the 'hot' pit area.
- 3.5. RENTER should not deliberately endanger themselves, other persons, or the RACE CAR itself.
- 3.6. RENTER must always be observant of and respect the on-track warning signs and flags that may be raised by VENUE and/or HOST staff.
- 3.7. The RENTER recognizes the rules for physically being on the premises of the VENUE and dually under ruling of the HOST for the duration of the EVENT and expressly and unconditionally declares that they will comply.
- 3.8. During an EVENT, the instructions of OWNER, its crew and/or staff, the VENUE, and the HOST shall be followed without any reservations or fail in the interest of safety. In case of violations of instructions, especially in cases of danger to persons and property, RENTER may be excluded from the remainder of the EVENT. It is expressly pointed out once again that the EVENT is not intended to achieve the top speed of a vehicle.
- 3.9. OWNER reserves the right to cancel or terminate the agreed service for reasons regarding the safety of the participants.

Initial for acknowledgement

#### 4. VEHICLE OPERATIONS

- 4.1. RENTER shall not, under any circumstances, let anyone drive or operate the RACE CAR who is not designated on this AGREEMENT as the RENTER themselves. The only exceptions to this shall be as follows:
  - 4.1.1. the OWNER
  - 4.1.2. an individual who is a crew and/or staff member of the OWNER
  - 4.1.3. an individual who is a third-party renting client of the OWNER and whom is simultaneously participating in an EVENT alongside RENTER
- 4.2. RENTER agrees to use the RACE CAR solely for its intended purpose of recreational and competitive driving at the designated EVENT and VENUE. By accepting this AGREEMENT, RENTER acknowledges and agrees to abide by all local, state, and federal laws and regulations governing the use of race vehicles on both public and private roads and tracks. RENTER further agrees to comply with all track regulations, safety protocols, and guidelines provided by each the OWNER, VENUE, and HOST. This includes but is not limited to adhering to speed limits, respecting track boundaries, following passing rules, and wearing appropriate safety gear such as approved helmets and race suits.

- 4.3. RENTER agrees to operate the RACE CAR in a manner consistent with its intended use and design, avoiding any unauthorized modifications, alterations (including the placement of graphics or signage), or misuse that could compromise its safety and/or performance.
- 4.4. RENTER expressly and unreservedly declares that they undertake to behave cautiously and conscientiously towards other drivers.
- 4.5. 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.

Initial for acknowledgement



## LIABILITY COVENANT

### 1. LIABILITY OF OWNER

- 1.1. OWNER is a limited liability company in the State of New Jersey who owns and operates various motorized vehicles. OWNER shall not be held liable for RENTER's operation and usage of these vehicles during any EVENT.
- 1.2. OWNER is liable for damages to the RACE CAR due to wear and tear within the scope of normal use.
- 1.3. The OWNER will not be liable to the RENTER for any liability, loss, or damage caused directly or indirectly to the RACE CAR, by any inadequacy thereof, or defect therein, or incident in connection therewith.

Initial for acknowledgement

### 2. LIABILITY OF RENTER

- 2.1. Participation in an EVENT is the sole responsibility of the RENTER. By signing this AGREEMENT, the RENTER expressly and unconditionally accepts civil claims and criminal liability for any possible damage caused to or by the RACE CAR while under the operation of the RENTER and/or by the RENTER themselves. RENTER waives the right to assign liability to OWNER, its legal representatives and its employees or assistants for all claims resulting from possible injury and property damage.
- 2.2. RENTER acknowledges and agrees that driving and operating a race vehicle such as RACE CAR, especially in competitive events, involves innate risks, including but not limited to accidents, property damage, bodily injuries, and even death. RENTER assumes full responsibility for any and all risks associated with the operation and use of the RACE CAR for the duration of the EVENT as outlined within this AGREEMENT.
- 2.3. RENTER acknowledges that motorsport activities inherently involve risks beyond those encountered in ordinary driving, including the risk of collisions, mechanical failures, fire, and/or other unforeseen incidents. Furthermore, RENTER understands that they may lose control while operating a motorized vehicle and assumes and accepts full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by RENTER, OWNER, or third-party persons, or any loss or damage to property belonging to RENTER, OWNER, or VENUE, as a result of participating in an EVENT and personally operating vehicles and/or equipment belonging to OWNER, whether caused by negligence or otherwise.

- 2.4.** RENTER is fully aware that there may be unknown risks and hazards connected with being on the premises of a VENUE and participating in an EVENT and RENTER hereby elects to voluntarily participate. RENTER voluntarily engages in an EVENT knowing that conditions may be hazardous or may become hazardous to RENTER themselves, the RACE CAR, third-party persons, and/or any property belonging to them or others.
- 2.5.** OWNER does not exclusively lease the grounds of a VENUE where an EVENT takes place and, as such, RENTER is liable for their own property and its safekeeping. No liability for items belonging to RENTER is assumed by OWNER. There shall be no claims for compensation in the event of damage, loss, and/or theft of personal property of RENTER.
- 2.6.** RENTER understands, agrees, and shall be held responsible and liable for covering the cost of any and all structural damage to the RACE CAR, including but not limited to body work, for damages sustained while RENTER is in operating control of the RACE CAR, whether on or off the track or in the pit or paddock area of the track.
- 2.7.** RENTER assumes responsibility for any damages incurred by high engine speeds resulting from inappropriate changes of the gearbox. Furthermore, RENTER understands, agrees, and shall be held responsible and liable for covering the cost of any and all mechanical repairs to the RACE CAR, included but not limited to engine repairs or replacement, for damages sustained while RENTER is in operating control of the RACE CAR, whether on or off the track or in the pit or paddock area of the track. If the RACE CAR is totaled beyond repair or if repairs exceed the FAIR MARKET VALUE of said RACE CAR, RENTER will pay OWNER up to the FAIR MARKET VALUE of the RACE CAR.
- 2.8.** The RACE CAR is intended for use only within the property at which the EVENT is being held and must be used and operated by the RENTER appropriately and responsibly. The RENTER must comply with the laws governing US drivers and with any rules set forth by the third-party VENUE and the third-party HOST. The RENTER is obliged to pay any and all fines, or the related imposition of monies related to the use and/or misuse of the RACE CAR operated by the RENTER.
- 2.9.** In the event any third-party raises claim against the RENTER related to their participation in the EVENT, then the RENTER shall exclude from liability OWNER, its legal representatives, its employees, and assistants. OWNER is liable for damages between RENTER and third-party clients. Each individual person is liable for themselves, and any damage sustained and/or caused while they were in sole operation of the vehicle(s).

Initial for acknowledgement



## **HOLD HARMLESS AGREEMENT**

### **1. INDEMNITY**

- 1.1.** RENTER agrees to indemnify, defend, and hold harmless OWNER, its officers, directors, employees, crew, staff members, agents, and heirs from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with RENTER's use of the RACE CAR, including participation in competitive events. This indemnification obligation shall apply regardless of whether the claims, liabilities, damages, losses, costs, or expenses arise from negligence, breach of contract, or any other legal theory, and regardless of whether OWNER is a named party to the action or proceeding.
- 1.2.** RENTER further agrees to indemnify, defend, and hold harmless OWNER, its officers, directors, employees, crew, staff members, agents, and heirs from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with any acts or omissions of third-parties, including other drivers, VENUE track operators, HOST organizers, or spectators during the EVENT period. RENTER acknowledges that motorsport events involve multiple participants and third-party entities, each of which may contribute to the risks and hazards associated with the activity.
- 1.3.** This indemnification obligation shall survive the termination of this AGREEMENT and shall continue in full force and effect thereafter. RENTER acknowledges that the risks and liabilities associated with motorsport activities extend beyond the EVENT period and may arise from incidents occurring after the return of the RACE CAR to OWNER. RENTER agrees to indemnify, defend, and hold harmless OWNER, its officers, directors, employees, crew, staff members, agents, and heirs from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with such incidents, to the extent permitted by law.
- 1.4.** OWNER shall not be liable for any damages, injuries, losses, or expenses incurred by RENTER or any third parties arising out of or in connection with the use of the RACE CAR, including participation in competitive events. RENTER acknowledges that OWNER's liability is limited to the extent set forth in this AGREEMENT and agrees to release and discharge OWNER from any and all claims, defend, and hold harmless OWNER, its officers, directors, employees, crew, staff members, agents, and heirs from and against any and all claims, liabilities, damages, losses, costs, and expenses, including legal fees, arising out of or in connection with RENTER's use of the RACE CAR.

Initial for acknowledgement

## POLICIES

### 1. PRIVACY POLICY

- 1.1. OWNER reserves the right to photograph and/or record audio and video throughout the duration of an EVENT, therefore, the RENTER and any accompanying person(s) agree to the OWNER's obtainment of this media and further agree that any and all files obtained shall be the sole property of the OWNER.
- 1.2. OWNER reserves the right to keep, dispose of, and/or utilize any photographs, audio files, and/or video logs obtained during the EVENT.
- 1.3. OWNER reserves the right to publish the photographs, audio files, and/or video logs for promotional purposes without further authorization and without any obligation to pay any compensation or copyright to the RENTER and their accompanying person(s).

Initial for acknowledgement

### 2. REVOCATION POLICY

#### 2.1. RIGHT OF WITHDRAWAL

- 2.1.1. OWNER has the right to withdraw from this AGREEMENT at any point in time. When exercising the right of withdrawal, OWNER shall and must inform the RENTER immediately about the decision to revoke this AGREEMENT.
- 2.1.2. RENTER has the right to withdraw from this AGREEMENT at any point in time. To exercise your right of withdrawal, RENTER must notify OWNER (Martinelli Motorsports Inc., MartinelliMotorsportsInc@gmail.com, +1 609 743 6947) by means of a clear declaration (ie. a written email, a verbal statement via telephone, etc.) about the decision to revoke this AGREEMENT.

#### 2.2. WITHDRAWAL OF OWNER

- 2.2.1. If the advance payment is not made by the RENTER even after the expiry of the deadline, OWNER is entitled to withdraw from the AGREEMENT and cancel services at no fault of OWNER.
- 2.2.2. Furthermore, OWNER is entitled to withdraw from the AGREEMENT for an objectively justified reason. For example if force majeure or other circumstances for which OWNER is not responsible make the fulfillment of the contract impossible; an EVENT is booked under misleading or false statements of material facts (ie. of the customer or purpose); OWNER has reasonable grounds to

believe that the EVENT may jeopardize the smooth running of the business, the safety of participants, or the public reputation of OWNER without this being attributable to the sphere control or organization of OWNER.

**2.2.3.** In case of withdrawal, the RENTER has no claim for damages against OWNER.

**2.2.4.** If OWNER withdraws from this AGREEMENT due to a breach of this AGREEMENT by the RENTER, OWNER is entitled to charge for the agreed services if a subletting is not possible.

### **2.3. WITHDRAWAL OF THE RENTER**

**2.3.1.** In the event of withdrawal by the RENTER, OWNER is entitled to invoice the agreed upon services at the full RENTAL RATE if further rentals are no longer possible.

**2.3.2.** To comply with the cancellation period, it is sufficient that RENTER notifies OWNER of the exercise of the right of cancellation according to the schedule as follows:

- A.** No cancellation fees are due for cancellations up to 14 days before the start of the event. OWNER shall release and fully refund RENTER the 50% pre-payment that was to be paid upon the signing of this AGREEMENT.
- B.** For cancellations between the 13<sup>th</sup> and 7<sup>th</sup> day before the start of an EVENT, OWNER shall place a hold on the 50% pre-payment that was to be paid upon the signing of this AGREEMENT. This 50% pre-payment shall become non-refundable in the event of a cancellation unless OWNER rents to a third party. OWNER agrees to make a good faith effort to find another client for the EVENT should the RENTER cancel.
- C.** For cancellations from the 6<sup>th</sup> day before the start of the EVENT or for no-shows, cancellation fees amounting to 100% of the total RENTAL RATE are due.

Initial for acknowledgement



**IMPRINT**

Martinelli Motorsports Inc.  
Owner/Operator: Richard Martinelli  
Phone: +1 609 743 6947  
Email: MartinelliMotorsportsInc@gmail.com  
Web: www.MartinelliMotorsportsInc.com

**JURISDICTION AND APPLICABLE LAW**

- A. This AGREEMENT is subject to and shall be interpreted with the internal laws of the State of New Jersey. For all disputes arising from the use of the RACE CAR, this contract, and/or in connection with a service provided by OWNER, the State of New Jersey is agreed upon as the place of jurisdiction.
- B. The agreement on the place of jurisdiction shall apply regardless of where a specific EVENT took place.

**RELEASE AND WAIVER**

*Understand this paragraph to be a Release and Waiver* and intending bind to the RENTER’s heirs, executors, administrators and assigns, the RENTER agrees that they shall be responsible and liable for any claims, actions, judgements, and damages whatsoever for injuries, death, and/or damages to property as a result of any act or omission arising from their racing activities, participation in the stated EVENT, or from any use of the 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 judgement or settlement resulting therefrom.

By signing this AGREEMENT, RENTER hereby expressly acknowledges that they have read and understand all of the terms and conditions for participation and disclaimer and expressly and unreservedly agree to the above.

In witness, whereof, OWNER and RENTER have caused this RACE RENTAL AGREEMENT, TERMS, and CONDITIONS OF USE to be executed as a sealed instrument as of the day and year first above written.

OWNER

Martinelli Motorsports, Inc.  
Richard Martinelli

\_\_\_\_\_  
SIGNATURE OF OWNER

RENTER

\_\_\_\_\_  
(PLEASE PRINT FULL NAME)

\_\_\_\_\_  
(SIGNATURE OF RENTER)