

## RENTAL AGREEMENT

**WHEREAS**, \_\_\_\_\_, hereinafter known as "Lessee" desires to Rent from Atlanta Motorsports Park LLC, hereinafter known as "Lessor", a BMW 325i car, VIN GK646716, Car Number 1 hereinafter known as "The Vehicle".  
The "Lessee" is renting "The Vehicle" on behalf of \_\_\_\_\_ hereinafter known as "The Participant".

**and**

**WHEREAS**, the parties hereto desire to establish in writing the terms and conditions under which Lessee will rent "The Vehicle".

**NOW, THEREFORE**, in consideration of the foregoing the parties hereto agree as follows:

1. Lessee will rent from the Lessor the vehicle, which will be limited to the following conditions:
  - a) **Event: Street Smarts Driving Workshop**
  - b) **Date:** \_\_\_\_\_
  - c) **Only operated within the designated areas and only within the private property of Atlanta Motorsports Park.**
  - d) **The participant will always follow Event instructor directions.**
  - e) **The vehicle will only be operated as part of the designated Event curriculum.**
  - f) **Failure of The Participant to operate the vehicle safely and responsibly will result in immediate expulsion from The Event and termination of this rental agreement. This is solely at the discretion and judgement of the Event Instructors and AMP Management.**
  
2. Lessee agrees to pay the sum of \$ 1.00 (cash) OR \$ 1.03 (credit – add 3% to cash price) for the Event hereinafter known as ("Rental Fee"). Additionally, Lessee agrees to post a \$500 damage deposit (cash, certified check or valid credit card information) pursuant to Paragraph 5 below. The balance, including Rental Fee and Damage Deposit, will be paid/posted in full at least before the beginning of the rental period. The Rental Fee is a flat fee for providing the car. No portion will be returned due to the Lessee's inability to continue.
  
3. Lessee agrees: If the car is damaged in "The Event", the full Rental Fee plus any damages is retained by "Lessor". "Lessor" will determine the value of the damage up to the full Damage Deposit and "Lessee" agrees to abide by this determination. If the damage is determined to be greater than the Damage Deposit or Lessor determines a professional appraisal is required, Lessee agrees to contact their insurance agency and make these arrangements in a timely fashion. Lessee is totally liable for any deductions or deductables as well as any other fees required to activate a valid insurance claim.
  
4. Lessee testifies that they have the proper insurance coverage for The Vehicle used during The Event as described within this agreement. This coverage is appropriate to cover The Vehicle up to the full replacement value which is estimated at: \_\_\_\_\_.

This information is provided below, and a photo copy is attached.

Insurance Company \_\_\_\_\_  
Policy \_\_\_\_\_  
Agent \_\_\_\_\_  
Phone Number \_\_\_\_\_

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,

failing to adhere to Lessor's driving instruction based on car and track observation, and failing to observe, consider, and notify Lessor of any physical conditions or signs of pre-mature malfunction from the car during driving (ex. steam from radiator, smoke from exhaust, smoke in driver compartment, leaking fluids, uncommon engine noises, etc.). If a mechanical failure occurs which causes engine damage which is determined to lie outside of the Lessee's control and that is outside of what is previously listed in this condition, the Lessee will not be held responsible for the damage incurred. In the case that a condition occurs that does not fit what is previously described, then both the Lessee and Lessor will share the burden and reach an agreement that is fair to both parties to resolve the issue and repair any damage incurred.

6. All repairs shall be performed by a authorized BMW dealer as appointed by BMW North America. All repairs will be arranged by Lessor, at the expense of the Lessee including but not limited to parts, labor and transportation to the servicing dealer and returning the vehicle to Atlanta Motorsports Park.

7. Lessee agrees to indemnify, save and hold harmless the Lessor from any and all claims, actions, proceedings, and liabilities arising out of the use and maintenance of the car during the rental period. By signing this agreement Lessee confirms that all members of the Lessee's family have been notified of the intentions to allow "The Participant" to drive "The Vehicle" in "The Event". The Lessee or the Estate of the Lessee shall indemnify the Lessor from any claims from anyone as a result of this agreement.

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

9. 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.

10. 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 "safe and sound" condition prior to the commencement of the rental period. 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.

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

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

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

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

Lessee: \_\_\_\_\_  
Signature DATE

\_\_\_\_\_  
Print Name

Lessor: \_\_\_\_\_  
Atlanta Motorsports Park Officer/Member DATE

**Lessee Contact Information: Attach photocopy of Driver License**

NAME	
STREET	
CITY/ST/ZIP	
PHONE	
EMAIL	

**Driver(s) info: Attach photocopy of Permit or Driver License**

NAME	
STREET	
CITY/ST/ZIP	
PHONE	
EMAIL	

**Insurance Information: Attach a photocopy of policy card**

POLICY COMPANY	
AGENT NAME	
POLICY NUMBER	
PHONE	
EFFECTIVE DATES	