

Crunkenslide Racing



So...
**YOU
THINK
YOU
CAN
DRIVE!**

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DALBY TRAILERS



**GUARDALL
SECURITY
SYSTEMS**



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RENTAL AGREEMENT

WHEREAS, _____, hereinafter known as "Lessee" desires to lease from **Crunken Slide Racing Trust**, 4 Drury st Dalby QLD 4405, hereinafter known as "Lessor", a BA/F FALCON RACE CAR, and WHEREAS, the parties here to desire to establish in writing the terms and conditions under which Lessee will lease said car.

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

1. Lessee will lease from the Lessor a BA/F FALCON RACE CAR for the Event:

x Oakey Street Sprints

2. Lessee agrees to pay the sum of \$400 per event. 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 \$100 deposit is due to retain the Race Car for your desired date. **\$100 Deposit is required**

3. In consideration of the lease stated herein the Lessor agrees to provide BA/F FALCON RACE CAR # td.

4. Lessee shall be responsible for all required credentials, test day fees, protective clothing and helmet, all other required equipment, travel expenses, food & lodging expenses, and any other personal expenses.

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 any trackside property if, in the sole opinion of **Crunken Slide racing Trust** it is deemed to be caused 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, or by mistreatment, or breaking the rev limit. All repairs shall be made by or authorised by **Crunken Slide Racing Trust**.

6. The undersigned shall indemnify, waive any and all claims against and hold **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees 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 **Crunken Slide Racing Trust**, 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 **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees; 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 remises, releases, acquits, satisfies and forever discharges **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees. This indemnity, Waiver of Claims and Hold Harmless Agreement further discharges any and all relatives, family members, successors, assigns and heirs of **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees. The undersigned further releases **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees 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 **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees. The aforementioned indemnification shall not be affected by a claim that negligence either of **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust 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 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.
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. 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 **Crunken Slide Racing Trust** their respective present and former trustees, directors, shareholders and agents and all persons, businesses, companies or trusts associated with Crunken Slide Racing Trust or their respective agents, contractors, employees, or licensees.
13. This agreement shall be interpreted in accordance with the internal laws of the State of Queensland. Any dispute arising from the use of the car, this contract or services provided will be settled in the State of Queensland.
14. In the event of a cancellation by the Lessee, a 14 day notice must be given to **Crunken Slide Racing Trust**. If the vehicle can be rented to another customer, the deposit will be refunded, if not, the deposit shall be retained to cover the cost of preparing the car.
15. If in the sole opinion of **Crunken Slide racing Trust**, the vehicle is considered a total loss, the customer will have two choices:
 - A) Pay off for total damages and the vehicle remains property of **Crunken Slide Racing Trust** \$1000.00
 - B) Pay off for total damages and customer retains the vehicle \$2000.00

IN WITNESS WHERE OF, the parties hereunto execute this agreement this

_____ day of _____, 20_____.

Lessee: _____ DATE _____

Lessor: _____ DATE _____

Witness: _____ DATE _____

Contact Information:

Name: _____

Address: _____

City: _____

Date of Birth _____

Phone Number: _____

Drivers License # _____ State _____

Race License #- _____ Licence Type _____