

AUH MOTORSPORTS

RACE AND TRACK DAY DRIVER AGREEMENT

Part 1

Box 1 Date of agreement	October 2009		
Box 2 Team Name	AUH Motorsports LLC	Box 3 Driver Name	
Box 4 Address	PO Box 105791 Abu Dhabi United Arab Emirates	Box 5 Address	
Box 6 Contact telephone	+971 50 644 2585	Box 7 Contact telephone	
Box 8 Contact e mail	management @auhmotorsports.com	Box 9 Contact e mail	
Box 10 Event	Gulfsport Radical Cup Raceday 1	Box 11 Location of Event	Dubai Autodrome
Box 12 Date of Event	15 th Oct Practice 16 th Qual and races	Box 13 Car Details	Radical SR3 RS (See also Appendix1)
Box 14 Driver licence details		Box 15 Issuing Authority	
Box 16 Fee for Event	AED 22,500	Box 17 Driver next of Kin	
Box 18 Damage liability (See also Appendix 2)	AED 15,000	Box 19 Next of Kin contact telephone No	

Entire agreement

This Agreement comprising of Part 1 Part 2 Appendix I and Appendix II contains the entire agreement between the Parties and supersedes any and all prior agreements and understandings between them, whether oral or written. This Agreement shall not be amended other than by written agreement signed by both parties.

By signing this Agreement the Driver is confirming that he has read and accepts this Agreement and understands fully the consequences of signing this Agreement.

In witness whereof, the Parties hereto have signed this on the date stated in Box 1 above.

Carl Rolaston for AUH Motorsports LLC

..... - The Driver

Part 2

Terms and Conditions

1. The Parties

- a. This agreement is entered into by and between
 - A) The Team as stated in Part 1 Box 2 whose address is stated in Part 1 Box 4 in and
 - B) The Driver as stated in Part 1 Box 3 whose address is stated in Part 1 Box 5and collectively known as the (Parties), on the date stated in Part 1 Box 1

2. The Event

- a. The event or series of events stated in Part 1 Box to which this agreement applies

3. Term

- a. This agreement shall commence on the date of signing of this agreement and shall extend until the expiry of all the consequences of signing this agreement have been fulfilled.

4. Obligations of The Team to provide

- a) The Team shall provide the Driver with the use of a vehicle as more fully described in Appendix 1.
- b) A car in a Raceworthy condition and use all reasonable endeavours subject to Force Majeure, to perform all revisions, preparations and overhauling of the Car as may be necessary to maintain the Car in a Raceworthy Condition throughout the event.
- c) Full trackside support services including but not limited to
- d) Mechanics and personnel that The Team deem to be sufficient to support the car and Driver
- e) Fuel and race consumables
- f) One set of new slick tyres per event (Race events only)
- g) Advice on car set up
- h) A soft copy record of the data and a soft copy of the video recordings
- i) Payment of Race and track day fees
- j) Payment of Series registration fees
- k) Hospitality services within the The Team hospitality area for the Driver and up to a maximum of 4 of the Driver's guests except by prior agreement of The Team
- l) Space on car for limited Driver sponsor signage (approximate maximum size 30cm x 10cm) in a position determined by The Team.
- m) Information to the Driver regarding the event timetable, which licences and memberships are required and assistance with securing such permissions as are required.
- n) Cooperation in good faith with the Drivers Sponsors representatives.

5. Driver obligations

- a. Drivers will provide all of their personal clothing, helmet, gloves, boots etc. In the case of Radical cars, use of a HANS device is obligatory.
- b. The Driver will be responsible for their own transport to and from the circuit, all meals for the Driver, Driver guests and sponsors and all accommodations.
- c. The Driver will at all times take reasonable precautions to avoid risk of damage to the Car and injury to himself or others.
- d. Notwithstanding the provisions of Cl 4 (l) above, the Driver shall have the final responsibility for their attendance on time at all Sessions and briefings and obtaining the required permissions and licences to participate in the event.
- e. The Driver shall at all times conduct themselves in a manner that does nothing to damage the reputation of The Team
- f. The Driver shall be responsible for the payment of any fine imposed by the sports regulatory authority as a result of their participation at The Event.

6. Driver licence requirements

- a. Racing: A valid race licence appropriate for the event issued by an accredited ASN.
- b. Trackday An appropriate and valid driving licence

7. Damage

- a. Except as stated in Cl 7 (b), The Driver will be responsible for and shall pay for, the amount stated in Part 1 Box 18 of any damage to the car as a result of any incident at the track irrespective of howsoever caused other than as direct result of a proven mechanical failure of the Car. The Team or their insurers will cover the cost of any damage above this amount.
- b. Note this limitation of damage liability does not apply to damage to engine and gearbox caused by the Driver's negligence. (See Appendix II) In cases of such damage, the Driver shall be responsible for the full repair amount.
- c. The Driver shall provide The Team with payment in advance to cover their damage liability. In the event that no damage occurs, the monies will be refunded. If payment is made in the form of a cheque, the cheque will be returned uncashed.

8. Fees

- a. The Driver shall pay The Team the fee stated in Part 1 Box 16
- b. All fees shall be paid fully in advance not less than 14 days before the start of the Event. Failure to pay in advance may result in the Driver not being permitted to start the Event.
- c. The Driver will pay for all car branding costs in the name of the Driver's sponsor.

9. Refunds

- a. In situations where a driver is unable to participate in an event or his/her participation is curtailed as a direct result of a mechanical failure of the car (other than as a result of damage caused by Driver Negligence, the Team may refund all or part of the Fees paid by the Driver. In assessing the refund amount, due consideration shall be paid to the actual amount of track time that the Driver had. Any refund will be limited to the fee amount paid by the Driver and no consideration shall be given to Driver incidental costs such as travel, accommodation or meals .

10. Cancellation policy

- a. In the event that the Driver is unable to participate in the event , The Team will refund all fees paid in advance provided that The Team is notified in writing 30 days in advance of the event. In event of later notification refunds will be as follows

21 days notice	75% refund
14 days notice	50% refund
7 days notice	25% refund
Less than 7 days notice	Zero refund

11. Driver conduct

- a. Drivers shall at all times conduct themselves in a manner that does not bring The Team or the Event organisers into disrepute or in any way that detracts from the reputation of The Team as a sporting organisation.
- b. When racing, Drivers will always drive in a sportsmanlike manner having the highest regard for the safety of other competitors, officials and spectators.
- c. When driving at track days, Drivers will always have due regard for the safety of other Drivers. It should be remembered by all Drivers that there may be inexperienced drivers on the track and that they should take this into consideration.
- d. Drivers will obey all instructions issued by The Team and/or the race organisers including any Marshal or other person officiating at the event.
- e. If in the opinion of The Event officials or any of The Team's Managers, the Driver contravenes and safety aspect at the circuit drives unsafely or contravenes any aspect of this clause 11, the Driver may on the sole decision of The Team be banned from further participation at the Event. No refund will be paid by The Team in the event of such a ban. There shall be no right of appeal against such a decision.

12. Assumption of risk

- a. The Team and the Driver recognise and acknowledge that driving the Car is an inherently dangerous activity and involves equipment that may be experimental and which is pushed to its limits and may be defective and which can expose the Driver and others to a high degree of risk of serious bodily injury or death, which may be caused by the Driver's acts or omissions or the acts or omissions of others.
- b. In recognition of these facts, and for the consideration set forth in this Agreement, the Driver elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Driver will perform the requirements of this Agreement at his/her own risk.
- c. For the consideration set forth in this Agreement, the Driver hereby releases, holds harmless (and promises not to sue) and indemnifies The Team and any of its officers, employees, agents, partners, subcontractors, affiliated companies, suppliers, sponsors, the organiser of The Event, and other drivers at the event and each of their respective affiliates, agents and employees from any and all known, unknown, foreseeable or unforeseeable claims, demands, actions, costs and expenses (including blood money) that the above indemnified persons may sustain as a result of the Driver driving the Car, participating in the Events contemplated herein or otherwise performing under this agreement.
- d. The Driver's agreement to waive, release and indemnify as provided in this Clause is on behalf of the Driver and his/her heirs, devisees, legatees beneficiaries administrators, personal representatives and their successors and assigns as well as their sponsors or agents.

13. Force Majeure

- a. A party shall not be held liable or deemed to be in default under this agreement for any failure to perform its obligations if such failure results directly or indirectly from Force Majeure
- b. Without prejudice for claims under Clause 7, Force Majeure shall not prevent payment of the fee

14. Use of Driver Images

- a. The Team is permitted to use the Driver's image to promote their business on the understanding that the medium used for promotion will be generally deemed to be of good standing and appropriate for the promotion of The Team's sporting and commercial activities.

15. Assignment

- a. This agreement and the obligations herein may not be assigned, sub licensed, encumbered or otherwise dealt in, in whole or in part without the express written consent of The Team.

16. Notices

- a. All notices hereunder shall be made in writing and be delivered by hand, registered mail (with receipt on delivery) or sent by e mail to the address of the party for whom it is intended as set forth above.
- b. Notices sent by email must be acknowledged as being received by the recipient before coming into effect.

17. Applicable Law

- a. This agreement shall be governed and construed in accordance with the law of the United Arab Emirates and the parties hereby submit to the exclusive jurisdiction of the courts of the United Arab Emirates.

18. Definitions and interpretation

- a. In this agreement, the following defined terms shall have the following meanings:-

“Car” means the vehicle more fully described in Appendix I of this Agreement;

“Force Majeure” means an act of God including but not limited to fire flood earthquake windstorm or other natural disaster; act of war invasion act of foreign enemies hostilities (whether war is declared or not) civil war rebellion terrorism revolution insurrection military or

usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government or public or local authority or imposition of government law judgement order or decree sanction embargo or similar action blockade or labour dispute including but not limited to strike lockout or boycott; epidemic or disease; interruption or failure of utility services including but not limited to electric power gas water or telephone service; failure of the transportation of and personnel equipment machinery supply or material required by for Races or Trackdays; breach of contract by any essential personnel or suppliers or any other matter or cause beyond the control of The Team;

“Image rights” means the Driver’s name, nickname, face, image, photograph, signature, crash helmet livery design and all other elements of the Driver’s fame and reputation and all Intellectual property in the same, in all contexts and media;

“Races” means the races described above and which are officially sanctioned by the relevant ASN of the country in which the event takes place.

“Raceworthy condition” when applied to Races shall mean that the Car when presented to scrutineers at the Races shall be compliant with relevant regulations and passed as such by the scrutineers. When applied to Trackdays it shall mean that the Car when presented to the Trackday Organiser inspectors shall comply with their requirements and shall be passed as such by the inspectors;

“Trackdays” shall mean those organised events taking place at circuits approved by the local ASN and which are not races. There shall be no competitive driving at a Trackday and no timing of laps shall be permitted to take place.

- b. Words denoting the singular shall include the plural and vice versa, words denoting and gender shall include all genders.
- c. References to persons include individuals, firms, bodies corporate, trusts, governments , authorities and other legal entities
- d. Clause headings are for convenience only and shall not be taken into account in construing this Agreement.
- e. Reference to Clauses are to Clauses or sub-clauses of this Agreement and references to Appendices are to the Appendices to this Agreement

Appendix I

The Car: Radical SR3 RS

Car Number	003-06
Date of Build	July 2009
Manufacturer	Radical Sportscars
Model	SR3 RS
Seats	2 moulded composite high sided driver and passenger seats with adjustable mounts.
Chassis	Powder coated Carbon Steel space frame with Integral safety cell complying with FIA production sportscar safety test. Aluminium honeycomb front crash structures complying with FIA production sportscar crash test.
Fuel tank	54 Litre foam filled aluminium
Pedal Box	Fully adjustable
Driver seat belts	6 point comply with FIA requirements
Engine	Powertec 260 bhp, 1500cc 4 cylinder double overhead cam. Dry sump with remote reservoir
Gearbox	6 speed sequential transverse gearbox with torque-biasing limited slip differential. Interchangeable gear ratios and integral reverse gear. 3.07:1 fitted as standard
Suspension	Fully adjustable Nik suspension system front and rear- unequal length top and bottom wishbones, fabricated uprights, forged centre lock hubs and interchangeable anti roll links.
Brakes	Radical 4 pot callipers front and rear.. Central brake cooling duct connected to carbon composite cooling shrouds. Dash mounted brake bias adjuster
Wheels and tyres	Radical centre lock, cast aluminium wheels- 8"x15" dia. Front and 10.5" x 16" rears. Dunlop bespoke slick tyres
Bodywork	Six-piece lightweight fibre-glass bodywork.
Aero	High downforce composite front diffuser with removable, high nose, low-drag front section. High downforce rear diffuser.
Lights	Rear brake and fog lights
Mirrors	Le Mans style carbon composite rear view mirrors
Steering wheel and data logging system	Quick release steering wheel. Fitted with pneumatic paddle –activated gear-shift system with Auto-blipper Dash mounted logger/display, 16Mb memory, 5 inputs, integrated GPS.
On board camera system	AIM Smarty cam system with mounting bracket and data hub. Note system allows for dual lap playback on single split screen
Fire extinguisher	Manually operated fixed installation system

Additional

Forward facing stay head protectors-FIA shock absorbing foam.
Passenger seat belts

Car livery

Car livery as per AUH standard.
Space will be made available for driver sponsor logos.

Note: Items in red are upgrades to Radical basic specifications for the car.

Appendix II

Damage liability

Engine and gearbox damage

Notwithstanding anything contained within this agreement, the repair of all damage caused to the engine and gearbox of the Car as a result of the Driver over revving, disregard of warning lights or signals or running the car at temperatures in excess of 120 degrees for water and 100 degrees for oil, will be paid for in full by the Driver. The cost of the repair may include the cost of shipment of the Engine and gearbox to the engine manufacturers repair facility and its return shipment back to The Team

It should be noted that although the Car is fitted with a rev limiter, continuing to drive whilst on the rev limit and/or downshifting to a gear inappropriate for the speed of the vehicle will result in over revving and may cause damage.

Any claim for engine and gearbox damage will be supported by a soft copy of the data obtained from the cars logger together with a written report by the The Team's technical Manager.

In the event that the Driver disputes the claim, the data will be forwarded to the engine manufacturer who will provide a third party opinion.

The opinion of the engine manufacturer as to the cause of the damage will be final and binding on the Parties.

Other Damage

The Driver liability for damage is limited to AED 15,000.

In the event that the driver has an incident resulting in damage repairs greater than the AED 15,000 the liability will be increased to AED 30,000 on the next occasion that the Driver enters into an agreement with The Team.

If the Driver has a subsequent incident resulting in damage repairs costing in excess of AED 30,000, the Driver liability will be increased to AED 300,000 in future Agreements with The Team.