

# AUH MOTORSPORTS SUPPORT SERVICES AGREEMENT

## Part 1

Box 1 <b>Date of agreement</b>	
Box 2 <b>Team Name</b> AUH Motorsports LLC	Box 3 <b>Client Name</b>
Box 4 <b>Address</b> PO Box 105791 Abu Dhabi United Arab Emirates	Box 5 <b>Address</b>
Box 6 <b>Contact telephone</b> +971 50 644 2585	Box 7 <b>Contact telephone</b>
Box 8 <b>Contact e mail</b> management @auhmotorsports.com	Box 9 <b>Contact e mail</b>
Box 10 (State "Yes" if agreed.) <b>Car storage and transport</b>	Box 11 (State "Yes" if agreed.) <b>Race car post event preparation</b>
Box 12 (State "Yes" if agreed.) <b>Track side support</b>	Box 13 <b>Car Details</b> See also Appendix1
Box 14 (Applicable only if Box 10 states "Yes") <b>Fees Payable Storage</b> AED 1,600 Per Month	Box 15 (Applicable only if Box 11 states "Yes") <b>Fees Payable Car prep</b> AED 2,000 Per Event
Box 16 (Applicable only if Box 12 states "Yes") <b>Fees Payable Track support</b> AED 1800 Per Event	Box 17 <b>Repair upgrade labour cost</b> A.E.D 300 Per hour
Box 18 <b>Spare parts</b> As per Radical UK price list plus 10% to cover currency risk, freight and duty	Box 19 <b>Termination Notice</b> 45 days
Box 20 <b>Driver licence details</b>	Box 21 <b>Issuing Authority</b>
Box 22 <b>Driver next of Kin</b>	<b>Next of Kin contact telephone No</b>

**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 Client

## 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 Client as stated in Part 1 Box 3 whose address is stated in Part 1 Box 5 and collectively known as the (Parties), on the date stated in Part 1 Box 1

#### 2. Term

- a. This agreement shall commence on the date indicated in Part 1 Box 1 and shall continue until such time as the Agreement is terminated in writing by the parties (See Cl 5 a).

#### 3. Obligations of The Team to provide

- a. **Storage and transport (Applies only if Part 1 Box 10 states "Yes")**
  - a) The Team shall store the Clients Car at it's workshop facility in Dubai Investment park.
  - b) The storage facility shall be maintained in a clean and secure condition.
  - c) No watchman will be employed by The Team
  - d) The Car's engine will be run up at least on a monthly basis and a static check will be made.
  - e) The Car will be kept in a clean condition.
  - f) The Team will provide free transportation of the Car to events at the circuits at Yas Marina and Dubai Autodrome when providing Trackside Support for the Client. An additional charge will be made for transportation at other times. 72 hours written notice is required for transportation services outside of transport to and from Events
  - g) The car will be insured by the Team whilst in their storage and when being transported by them.
- b. **Post Event Car preparation (Applies only if Part 1 Box 11 states "Yes")**
  - a) The Team will undertake a full inspection of the Car following the car's use at an Event.
  - b) The inspection will include all items listed in Appendix III
  - c) Following the inspection, the Car will be prepared for the next Event and all work detailed in Appendix III will be undertaken.
  - d) In the event that following the inspection, work is required to be undertaken on the car, we will provide you with a quotation for the work. No work will be undertaken without a written confirmation by the Client.
  - e) This work will be undertaken on each occasion that the Car is used on track unless notified in writing that the Client does not require the work to be done. In the event that the client exercises this right, no guarantee will be given as to the readiness of the Car for the next Event that the Client wishes to participate in.
- c. **Trackside Support (Applies only if Part 1 Box 12 states "Yes")**
  - a) Whilst at the Event, The Team will 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.
  - b) The Team will provide Mechanics and personnel that The Team deems to be sufficient to support the Car and driver
  - c) Advice on car set up will be provided by The Team
  - d) A record of the data and video recordings taken at each session will be available for review and a soft copy will be provided to the Client post Event.
  - e) The Team will assist the Client with the administration of Event entry paperwork however ultimate responsibility for entries rests with the Client
- d. **Repair and upgrade works**
  - a) All repair and upgrade work undertaken on the Clients Car will be charged at the hourly rate shown in Part 1 Box 17.

- b) Parts used will be charged at the price shown in Part 1 Box 18 except when it is necessary to use air freight or Express delivery services in order to obtain the part in time for the Car to be ready for the Client's next scheduled Event. In such cases, the Client will be charged the additional cost of such freight charges. Use of air freight and /or express delivery will only be undertaken after first obtaining the Client's written approval
- c) Notwithstanding Clause 3.a(b) above, all tyres provided by The Team will be charged as per the Gulfsport Series Organisers official pricing.

#### **4. Invoicing and payment**

- a. The Client will be invoiced monthly in advance for storage services and monthly in arrears for all other services.
- b. All invoices shall be payable 15 days from the date of the invoice.
- c. In cases where the Client disputes all or part of an invoice, the Client shall notify the Team within 7days of receipt of the invoice as to what parts of the invoice are disputed. Failure to notify the Team within this period will be deemed to be acceptance of a correct invoice.
- d. If the Client has notified The Team of an incorrect invoice within the timescale stated above, The team will investigate the discrepancy and seek to resolve the issue in a timely manner.
- e. Notwithstanding Cl 4d, the Client shall pay all undisputed parts of the invoice within the timescale indicated in Cl 4b
- f. In the event that payments are outstanding, The team reserve the right to retain the Car at their premises until such time as payment is made in full. This may result in the Client being unable to participate in an Event. The Team accept no liability as a consequence of this clause

#### **5. Termination and Notice period**

- a. This Agreement shall continue in effect from the date stated in Part1 Box 1 and until such time as either party advises the other of their intent to terminate the Agreement and the notice period stated in Part 1 Box 19 has expired.
- b. The Team reserve the right to retain the Car on its premises until such time as all outstanding invoices have been paid in full.

#### **6. Client conduct at race and Track days**

- a. Clients that are being provided with trackside support services by The Team 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, Clients 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, Clients will always have due regard for the safety of other drivers. It should be remembered by all Clients that there may be inexperienced drivers on the track and that they should take this into consideration.
- d. Clients will obey all safety 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 Client contravenes and safety aspect at the circuit drives unsafely or contravenes any aspect of this clause 11, the Team reserve the right to withdraw all trackside support services forthwith. No refund will be paid by the Team in the event of such withdrawal of Services. There shall be no right of appeal against such a decision.

#### **7. Assumption of risk**

- a. The Team and the Client 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 Client and others to a high degree of risk of serious bodily injury or death, which may be caused by the Client'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 Client elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Client will perform the requirements of this Agreement at his/her own risk.
- c. For the consideration set forth in this Agreement, the Client 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 Client driving the Car, participating in the Events contemplated herein or otherwise performing under this agreement.
- d. The Client's agreement to waive, release and indemnify as provided in this Clause is on behalf of the Client and his/her heirs, devisees, legatees beneficiaries administrators, personal representatives and their successors and assigns as well as their sponsors or agents.

#### **8. 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

#### **9. Use of Client Images**

- a. If Part 1 Box 12 states "Yes", the Team is permitted to use the Client and his Car's images 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.

#### **10. Branding**

- a. The Team reserve the right to display the Team's logo on the Clients Car. The position shall be prominent but not so as to interfere with the Clients own branding. The maximum size of the logo will be 20cm x 15cm. The actual position will be agreed with the Client
- b. The Client is afforded the opportunity to display their own, or their sponsor's logo, on the Team's race transporter. Maximum size will be 15cm x 20cm and the logo will be positioned at the front of the trailer on the main structural frame on both sides.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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;

"Client" means those persons that own the Car or are authorised by the owner of the car to conduct business relating to the care and Maintenance of the Car on the owners behalf.

**“Events”** means those race days, track days or private track hire days attended by the Client and with the Team attending in support of the Client.

**“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: (Details of Clients car to be inserted)

Car Number
Date of Build
Manufacturer
Model
Seats
Chassis
Fuel tank
Pedal Box
Driver seat belts
Engine
Gearbox
Suspension
Brakes
Wheels and tyres
Bodywork
Aero
Lights
Mirrors
Steering wheel and data logging system
On board camera system
Fire extinguisher
Additional
Car livery

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

**Appendix II**  
**Post Race/Pre-Event**  
**Workshop Car Prep. Checklist.**

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- Clean car and check bodywork. Polish.
- Clean corners, inspect and spanner check.
- Clean wheels/inspect and change tyres.
- Drain fuel and measure.
- Check fire ext. date and level.
- Check seatbelt dates.
- Inspect/spanner check engine installation.
- Inspect/spanner check gearbox/actuator installation.
- Inspect/Change Ratio's.
- Check gearbox oil level.
- Inspect looms/pipe-work for chafing.
- Inspect and re-grease driveshaft cv's.
- Bleed brakes and clutch.
- Inspect pedal box/bias cable.
- Inspect pads/discs. Replace?
- Change oil and filter.
- Fill with set up fuel. 20l
- Check 24v starter system box is charging.
- Run up engine (70 deg wt 50 deg ot) and check levels.
- Check lights are working.
- Set up on flat patch.
- Drain fuel or fill with event level depending on event.
- Ensure log book and folder is up to date.