

## Rental Car Terms & Conditions **GP Elite**

Beyond this point referred to as 'renter' agree with the 'owner (GP Elite)' the following:

### **Track car**

The Owner provides the renter with a track car as long as the predetermined time as stated in the details. The Owner takes full responsibility for the quality of the car at the start of the rental period.

### **Event, registration and safety.**

The renter takes part in an motorsports event organized by the owner and/or organized by third parties appointed by the owner on an road-traffic-free closed circuit. The renter pays all agreed costs connected to the event and which the owner, or any third party appointed by the owner, bills to the renter. The renter certifies that all rules and regulations of the event stated in the details will followed during the event. The renter will obey and comply to all safety regulations and recommendations given by the organization, which however does not lift the duty to mandatory avoid all risks. The renter will wear all parts of the safety gear appointed by the organization and certifies that he/she knows all safety procedures and regulations before the start of the event. The renter certifies that he/she is in awell enough physical condition and mental state to take part in the event.

### **Technical State of The Track Car**

The owner exclusively bares the care for the technical state of the above-mentioned track car and prepares this for the event is such a manner by which the car is able to compete in the event. During the event the owner will provide technical assistance on the spot, when needed, to repair, change, tune or providing assistance in a different manner. The renter bares the care to point out and communicate any forms of technical errors concerning the track car in order to prevent any (further) damage.

### **Consumable materials**

The owner bares care for the supply of sufficient service materials during the usage of the track car during the event, these materials which can be prone to fair wear and tear can include, however are not limited to: Tires and Brakes. Exceptions to this obligation to supply service materials are parts that have to be replace or repaired due to damage that has been caused during the event in mishaps such as collisions or other, unnatural mechanical forces. When renting a Porsche, 300 kilometers are included. Any additional kilometers will be invoiced afterwards.

### **Damage**

All damage, sustained during the event (despite of whom caused the damage) will be billed to the renter. With the exception of fair wear and tear, the car is expected to maintain in the same condition as when the car was supplied by the owner, when failing to meet this condition the renter is obliged to pay the repair and recovery costs that will made in order to bring the track car back into it state in which it was at the start of the event when it was supplied by the owner to the renter. The owner will supply a quotation of the expected repair- and or recovery costs before starting the repair and- or recovery. The renter will approve this quotation within 48 hours of receiving the quotation or will propose an alternative repair execution, by a, owner-approved repair and- or recovery institution. Damage also includes braking a flatspot on the tire, meaning having a flat side on a tire as a result of excessive locking of the wheel. In case the track car has been damaged in such a manner in which it can be seen as a write-off the renter is obliged to pay the write-off compensation amount which has been stated in the details within 14 days of the damage occurrence. Examples of technical damages can be, however are not limited to: Damage to the engine, transmission, clutch as a result of circumstances that can be allocated as being done by the renter (i.e. Mistakes during shifts or over-revving the engine). The renter will, at all times, compensate all damage made to the terrain surrounding the event and all properties of GP-Elite, the organizing party or any other third party. In

case of two- or more equal renter-parties, all parties are mainly and equally responsible for the damage stated in the above-mentioned article; Damage.

### **Transport**

The owner bears the care of the transport of the track car and all additional materials such as: Tires, Tools, Spare Parts and other repair necessities.

### **Liability**

Nor GP-Elite nor her employees are liable in regards to the renter, his/her inheritors, heirs and his/her guests for any damage that has been sustained, before, during or after the usage of the track car and the possible repairs/recovers made to that car. The renter is aware of the fact that taking part in a track-event with materials supplied by the owner has risks for causing human-injury, material damage, immaterial damage and other damage resulting from his/her participation, the renter specifically takes these risks for his/her own account. GP-Elite, her employees and guests during the event and/or agreed rental period do not bear any liability for any damage related and/or caused by taking part in a course, training and/or track races with the usage of the materials supplied by the owner, unless the damage is (mostly) the fault of the owner during this rental period. The renter certifies that he/she will not hold any of the above mentioned people or institutions liable for any damage caused as a result of him/her taking part in a course, training and/or races, including bodily injury.

The renter will never use the track car on public roads and/or places. The renter accepts his/her own full responsibility for all material and/or immaterial damage, fines and/or other costs which are result or could be the result of using the track car on public roads and/or places in a different manner than in a for that purpose allocated transport equipment

### Overspeed schedule

Measured overspeed	Costs BMW 130i *	Costs BMW E46 M3 *
7500 or lower	€ -	€ -
7600	€ 240	€ -
7700	€ 420	€ -
7800	€ 600	€ -
7900	€ 780	€ -
8000	€ 960	€ -
8100	€ 1.140	€ -
8200	€ 1.320	€ -
8300	€ 1.500	€ -
8400	€ 1.680	€ 600
8500	€ 2.400	€ 1.050
8600	€ 2.640	€ 1.500
8700	€ 2.880	€ 1.950
8800	€ 3.120	€ 2.400
8900	€ 3.360	€ 2.850
9000	€ 3.600	€ 3.300
9100	€ 3.840	€ 3.750
9200	€ 4.080	€ 5.400
9300	€ 4.080	€ 6.000
9400	€ 4.080	€ 6.600
9500	€ 4.080	€ 7.200
9600	€ 4.080	€ 7.800
9700	€ 4.080	€ 8.400
9800	€ 4.080	€ 9.000
9900	€ 4.080	€ 9.600
10000 of meer	€ 4.080	€ 10.200

\* All prices are excluding VAT