

## RacingTrax Rental Service Agreement

The rental services provided by RacingTrax are done on a best efforts basis and offers NO guarantees whatsoever for uninterrupted or error-free service. The Renter acknowledges that many processes, electronic components, the Internet, and third-party service providers are all required to collectively function to provide such service, all of which are subject to fail or be interrupted at any time and without notice. There is no guarantee expressed or implied as to the suitability of the supplied electronics or services provided for this or any off-road race.

### MANDATORY SERVICES

When it is mandatory that you use a RacingTrax device to participate in a given racing event, you are paying to track the race vehicle for the benefit of the RACE management. It is used to validate your compliance to speed zones, course cutting and sportsmanship. Tracking can provide for a safer race through accountability, better utilization of human resources and potentially faster emergency response times.

RacingTraX also provides additional features and services at its own expense to the Racing Community that should be considered experimental and in no way relied upon to make up for course conditions, weather, experience and or good judgment. Should these complimentary features or initiatives fail or not work as intended, there will be NO refunds or credits issued nor does RacingTraX accept any responsibility or Liability whatsoever. These features include but are not limited to hazard notifications, passing notifications, rollover or crash messaging, speed zone notification or the leaderboard.

### RETURN POLICY

Devices must be handed in to **RacingTraX personnel only** on-site or be mailed back and **received** by RacingTrax **within 10 days**. Tracking numbers **will not** be accepted as proof of return. You will be subject to a standard **weekly** non-refundable late fee of **\$200 per device** (race and chase units) until the equipment is either returned or the late fees paid have totaled the value of the unit replacement cost. (C/T/U - \$1,400 USD or MC/Q \$650 USD) **NO EXCEPTIONS**.

### REFUNDS

If the device(s) provided fails to **TRACK** the race vehicle at least 75% of the race (based on distance) you may be entitled to a credit card refund PROVIDING that the failure was the fault of the tracker, and the vehicle/device are inspected at the finish line. An emailed description **MUST** be submitted **within SEVEN days**. If a finish line inspection cannot be completed, you may still qualify for an **80% credit** towards the next race if you email a request to [info@racingtrax.com](mailto:info@racingtrax.com) **within SEVEN days** of the race and have returned the device as per the **RETURN POLICY** below, **NO EXCEPTIONS**.

*\*Inspected for damaged, burnt wiring, blown fuses, high G impacts and intentional disconnects.*

### LOST, STOLEN OR DAMAGED DEVICES

You are responsible for your lost, stolen, destroyed or damaged devices. The unit replacement cost for Cars/Trucks/UTV's is **\$1,400 USD (\$800 main unit, \$600 smart antenna)** and for Motorcycle/Quads is **\$650.00 USD**. If the device is damaged but not destroyed, you will be only charged for the repairs providing the device is returned within 10 days following the race.

### OPTIONAL DEVICE PROTECTION INSURANCE (Insurance is **NOT** available on all races)

Insurance can be purchased prior to race day to provide specific limited coverage to the Race Team for the cost of repair or replacement of the provided equipment only. This insurance **DOES NOT** cover any lost, stolen or non-returned equipment and coverage is strictly limited to equipment damaged or destroyed resulting from the direct active participation of the intended Racing Event.

To make a claim, you must **immediately** contact a RacingTrax designee after the end of the race who will provide you with a CLAIM number and obtain a declaration of events. RacingTrax reserves the right to inspect the vehicle and equipment prior to accepting any claim. In the event you are unable to finish the race and or cannot locate a RacingTrax representative you must **within 24 hours** of the official end of race email [info@racingtrax.com](mailto:info@racingtrax.com) stating your name, team number and written description of events and you will receive an acknowledgement followed by a claim number.

### **ORDER CANCELLATIONS**

If you reserve a device and cannot attend the race for some reason you are entitled to a credit card refund of your service fees providing the cancellation request is made more than **48 hours before** the race start time. An **80%** credit towards a future race will only be given if you email your request to [info@racingtrax.com](mailto:info@racingtrax.com) **within 7 days of the race. NO EXCEPTIONS.**

### **MOUNTS, WIRING KITS & INSTALLATION**

The customer acknowledges and agrees that any mounting or wiring kits required during Contingency not paid for at the time of pick up will be charged to the registration credit card on file. It is the sole responsibility of the customer to install and mount the supplied equipment in a manner that the equipment will stay secure throughout the whole race. If wiring is required to supply power, the connection must be made at the battery, fused by a 5amp fuse, and routed in such a manner to prevent damage to the wiring.

***By completing this order on behalf of the racing team, you are agreeing to indemnify and hold harmless ROM Communications Inc. and their agents against any and all claims and actions relating to the services being provided for the purpose of OFF ROAD racing, including, without limitation, expenses, judgements, fines, settlements and any other amounts actually and reasonably incurred in connection with any liability, suit, action, loss or damage arising or resulting from the Race Teams participation in this race.***