

## 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.

### **REFUNDS**

If the device(s) provided fails to work at least 75% of the race (based on distance) you are entitled to a credit card refund of your rental fee PROVIDING that the failure was the fault of the tracking device and the **Vehicle & device** are inspected\* by RacingTraX personnel at the finish line area after the race. 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 [claims@racingtrax.com](mailto:claims@racingtrax.com) **within 7 days of the race** and have returned the device as per the **RETURN POLICY** below, **NO EXCEPTIONS**.

*\*Inspected for damaged or 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 is **\$849 USD EACH**. 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 Must be purchased before race day** *(Mandatory for motorcycles and quads)*

Insurance provides specific limited coverage to the Race Team for the cost of repair or replacement of the RENTED 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 [claims@racingtrax.com](mailto:claims@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 rent a device and cannot attend the race for some reason you are entitled to a credit card refund of your rental 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 [claims@racingtrax.com](mailto:claims@racingtrax.com) **within 7 days of the race**. **NO EXCEPTIONS**.

### **RETURN POLICY**

Devices must be handed in at the finish line or 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 non-refundable late fee of **\$200 per week** until the unit is returned. **NO EXCEPTIONS**.

### **MOUNTS & WIRING KITS**

The Renter 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.

**By completing this rental 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 Rental 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.**