

Sports Transportation, LLC. (Lessor)

1400 52nd Street North
Birmingham, AL 35212
205-595-9566 (Phone)
205-595-3299 (Fax)

Equipment Rental Application and Agreement

Applicant Information (Lessee)

Name:

Date of birth:

SSN:

Valid DL#:

Billing address:

City:

State:

ZIP Code:

Phone:

Cell:

Fax:

Business/Payment Information

Business Name:

Physical address:

Phone:

E-mail:

Fax:

City:

State:

ZIP Code:

Payment Type:

___ Check ___ Credit ___ Cash

___ Visa ___ MC ___ AMEX ___ DISC

Credit Card Number:

Name on Card:

Billing ZIP:

CCID# (Back of Card):

EXP DATE:

Location of Rental

Name: Barber Motorsports Park

Address: **6030 Barber Motorsports Parkway**

Phone:

Rental Dates:

Leeds, AL 35094

Cell:

Description of Rental Equipment (Please Indicate Quantity and Type. The remaining is to be completed by lessor.)

Quantity	Price (Tax Included)	TYPE/MAKE/MODEL	SERIAL NUMBERS
	\$185.00	2-Passenger Golf Cart: 3-Day	
	\$65.00	2-Passenger Golf Cart: 1-Day	
	\$40.00	2-Passenger Golf Cart: 1/2 Day	
	\$265.00	4-Passenger Golf Cart: 3-Day	
	\$95.00	4-Passenger Golf Cart: 1-Day	
	\$55.00	4-Passenger Golf Cart: 1/2 Day	
	\$265.00	Cargo Golf Cart: 3-Day	
	\$95.00	Cargo Golf Cart: 1-Day	
	\$55.00	Cargo Golf Car: 1/2 Day	
		Other:	

Please **Do Not Put Stickers/Decals on Vehicles.**

Upon return inspection a \$10.00 removal fee
will be charged for each decal.

Thank you for your business!

Visit us on the Web at: www.sportstran.com

Terms and Conditions of Rental:

1. The term of this lease is state above and commences on the date an authorized employee of lessor executes and signs this lease. The term ends on the expiration of the number of days in the initial term after the rent commencement date.

INDEMNITY:

2. Lessee shall indemnify lessor, as well as, BET, ZOOM Motorsports, LLC, Barber Vintage Motorsports Museum ("BVMH"), George W. Barber, Jr., Gene Hallman, Jr., Ronnie Bruno, and the City of Birmingham, Alabama, together with their affiliates (including any officers, directors, stockholders, employees, members, managers, servants and agents of their affiliates), officers, directors, stockholders, employees, members, managers, servants and agents (collectively "Barbers") against, and hold lessor and Barbers harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees arising out of, connected with, or resulting from the property subject to this lease, including, but not limited to the manufacture, selection, delivery, use, operation, or return of such property.

3. Lessee authorizes lessor to insert in this lease the serial numbers and other identification data of the equipment when made available to lessor. Lessee acknowledges that lessee has selected (1) the equipment and (2) the seller from whom lessor is to purchase the equipment, and lessee acknowledges that lessor is neither a manufacturer nor a merchant and has made no recommendations with respect to the seller or the equipment.

4. Lessee shall reimburse lessor for (or pay directly if instructed by lessor) all charges and taxes (local, state, and federal) that may now or hereafter be imposed or levied on the sale, purchase, ownership, leasing, or use of the equipment.

5. Lessee assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the equipment ("loss or damage") from any cause whatsoever, whether or not covered by insurance, and no such loss shall release lessee of its obligation under this agreement in the event of loss or damage. Lessee, at the sole option of lessor, shall (a) at lessee's expense, repair the equipment to the satisfaction of lessor; or (b) at lessee's expense, and to the satisfaction of lessor, replace the equipment with similar or like equipment in good condition and repair and of comparable value, with clear title thereto in lessor; or (c) make payment to lessor the total of the amounts specified below:

A) All rental payments past due or currently owed to lessor under this lease, including unpaid taxes; and

B) All future rental payments that would accrue over the remaining term of this lease.

On lessor's receipt of the payment specified by subsections (A) and (B) above, lessee shall be entitled to whatever interest lessor may have in such equipment, as is, where is, without warranty express or implied. The parties agree that the sum of the amount required by subsections (A) and (B) will equal the total amount payable to lessor in the event of "loss or damage."

6. Lessee shall provide, maintain, and pay for (a) insurance against the loss or theft of or damage to the equipment, for its full replacement value, naming lessor as a loss payee and (b) public liability and property damage insurance naming lessor as an additional insured. Motor vehicle insurance shall include full comprehensive and collision, and insurance against liability for injury, loss, or damage to persons or property arising out of ownership, possession, or use of the equipment, to limits customarily maintained by owners of like property including no-fault coverage where applicable.

7. Without lessor's prior written consent, lessee shall not (a) assign, transfer, pledge, or otherwise dispose of this lease, the equipment, or any interest therein or (b) sublet or lend the equipment or permit it to be used by anyone other than lessee or lessee's employees.

Lessor may assign this lease or grant a subsidiary interest in the equipment in whole or part without notice to lessee, and lessor's assignee or secured party may then assign this lease or the security agreement without notice to lessee. Each such assignee or secured party shall have all the rights, but none of the obligations, of lessor under this lease. Lessee shall recognize such assignments or security agreements and shall not assert against the assignees or the secured parties any defense counterclaim or offset lessee may have against lessor. In spite of any such assignment, lessor warrants that lessee shall quietly enjoy use of the equipment, subject to the terms and conditions of this lease. Subject to the foregoing, the lease inures to the benefit of and is binding on the respective heirs, legatees, personal representatives, successors, and assigns of lessor and lessee.

8. At lessee's own risk, lessee shall use or permit the use of the equipment solely at the location specified in this lease, or if none is specified, at lessee's billing address set forth above, and such equipment shall not be moved without lessor's prior written consent. Lessee, at lessee's expense, shall maintain the equipment in good repair, condition, and functional order, shall not use the equipment unlawfully, and shall not alter the equipment without lessor's prior written consent. Lessor shall not be liable for loss of profit or other consequential damages resulting from the theft, destruction, or disrepair of the equipment, and there shall be no abatement of lease payments on account of any such theft, destruction, or disrepair.

9. On expiration of the lease term or on demand by lessor, at lessee's expense, shall return the equipment in good repair, ordinary wear and tear excepted, to such place or on board such carrier, packed for shipping, as lessor may specify.

10. The equipment is, and shall at all times remain, property of lessor, and lessee shall have no right, title, or interest except as expressly set forth in this lease. The equipment is and shall at all times be and remain personal property although the equipment or any part of it may now be or hereafter become in any manner affixed or attached to real property or any improvements. All additions or improvements to the equipment of any kind or nature made by lessee shall become component parts of the equipment, and title shall immediately vest in lessor and be governed by the terms of this lease.

11. A) Lessee shall be in default under this lease if lessee shall:

- 1) Fail to pay any rent, the payments on any other lease or indebtedness of lessee to lessor arising independently of this lease, or other amount required in this lease within 7 days after the rent becomes due and payable;
- 2) Fail to perform or observe according to its terms any covenant contained in this lease, or any other instrument or document executed in connection with this lease;
- 3) Become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against lessee (including a petition for reorganization or an arrangement); or
- 4) Commit or fail to commit any act that results in jeopardizing the rights of lessor or causes lessor to deem itself insecure as to its rights.

B) If lessee is in default under this lease, lessor, with or without notice to lessee, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies:

- 1) Elect that the rental payments due be accelerated and the entire amount of rental be due immediately;
- 2) Terminate this lease;
- 3) Enter on lessee's premises and without any court order or other process of law repossess and remove the equipment, whether with or without notice to lessee; any such repossession shall not constitute a termination of this lease unless lessor so notifies lessee in writing, and lessor shall have the right, at its option, to lease the equipment to any other person or persons on such terms and conditions as lessor shall determine; or
- 4) Sell the equipment to the highest bidder at public or private sale, at which sale lessor may be the purchaser.

In the event either sub-section 3 or 4 is exercised, there shall be due from lessee, and lessee will immediately pay to lessor, the difference between the total amount of rentals to be received from any third person or the purchase price at such sale, as the case may be, and the total unpaid rental provided to be paid, together with the estimated fair market value of the equipment for the original lease termination date, plus all costs and expenses of lessor in repossessing, releasing, transporting, repairing, selling, or otherwise handling the equipment.

12. Service of all notices under this agreement shall be sent by United States registered or certified mail addressed to the party involved at its respective address set forth above or to such other address as the parties may hereafter substitute by written notice.

13. Any security deposit made pursuant to this lease may be applied by lessor to cure any default by lessee of any indebtedness to lessor and lessee shall promptly restore the security deposit to the full original amount.

14. Lessor assumes no liability and makes no representation as to the treatment of this lease agreement by any federal, state, or local taxation authority.

15. Lessor does not warrant the fitness, merchantability, design, condition, capacity, suitability, or performance of the property leased. Lessor makes no express or implied warranties and leases the property "as is" and "with all faults." Warranties made by the seller and/or manufacturer of the leased equipment are assigned by lessor to lessee. In event of any claim concerning the location, installation, repair, or use of the property leased or any other claim concerning the property, regardless of cause or consequence, lessee's only remedy, if any, is against the seller or manufacturer of the property. No defect regardless the cause or consequence shall relieve lessee from performance under this lease, including rental payments.

This instrument constitutes the entire agreement between lessor and lessee and is irrevocable for its term and for the aggregate rentals reserved below, and it shall not be amended, altered, or changed except by a written agreement signed by the parties. Lessee shall provide lessor with such corporate resolutions, opinions of counsel, financial statements, and other documents (including UCC Financing Statements and other documents for filing or recording) as lessor shall request from time to time. If more than one lessee is named in this lease, the liability shall be joint and several. Time is of the essence of this lease. Any failure of lessor to require strict performance by lessee or any waiver by lessor of any provision of the lease shall not be construed as a consent or waiver of any other breach of the same or any other provision. If any portion of this lease is deemed to be invalid, it shall not affect the rest of this agreement. Headings or titles to the paragraphs of this lease are solely for the convenience of the parties and not an aid to the interpretation of this agreement.

Lessee applies to lessor for a lease of the above-described property for commercial purposes and agrees that this lease is not to be construed as a consumer contract. If lessor accepts by executing the lease below, lessee agrees to rent from lessor and lessor agrees to rent to lessee, the equipment, on all of the terms and conditions of this lease.

Lessee certifies that all credit and financial information submitted is true and correct and authorizes lessor or any prospective creditor to investigate lessee's credit worthiness and disclose information and investigation results to each other.

In witness whereof, each party has caused this agreement to be executed on the date indicated below.

Signature of Lessee:	Date:
Signature of Authorized Agent (Lessor):	Date:

