



FOR REFERENCE ONLY, to apply please use the applicable series application link on the IMSACompetitors.com Encore portal or contact registration@imsa.com

The following shall apply to all equipment leased to Entrant during the Michelin IMSA SportsCar Encore at Sebring ENCORE (“**Event**”).

1. LEASE PERIOD. The Lease Period shall be from the time the Team Representative signs out the Equipment at the Event and continues until it is returned.

2. EQUIPMENT DELIVERY & RETURN.

A. Equipment Pick Up. As a condition precedent to Entrant’s pick-up or return of Equipment, the Team Representative must (i) provide proof of identification to IMSA in the form of a valid driver’s license or valid IMSA Credential, and (ii) sign IMSA’s Equipment Check Out/In Form. By taking possession of the Equipment at the Event, Entrant accepts the Equipment in the condition noted in the Equipment Check Out/In Form and acknowledges receipt of the Equipment in good repair and working condition.

B. Equipment Return. The Team Representative must return the Equipment no later than one (1) hour from the conclusion of the race in the same condition as it was delivered, normal wear excepted. The Team Representative and an IMSA Official must sign the Equipment Check Out/In Form acknowledging the return of the Equipment.

C. Late Return. If Entrant returns a unit of Equipment away from an event, Entrant shall pay to IMSA \$100 per day per item that is not returned ("**Late Fee**") as compensation for the costs associated with the failure to return the unit on time at the event. If Entrant fails to return the Equipment within seven (7) days from the conclusion of the applicable event, the Equipment shall be deemed lost and Entrant shall be required to pay the Total Loss Value (listed in the chart below) of the Equipment in addition to the Late Fee for the seven (7) days. If the Equipment is not returned at the applicable event, Entrant, at its expense, must properly pack each item of Equipment and return, freight paid, to IMSA at One Daytona Blvd., Daytona Beach, FL 32114. Entrant shall be responsible for any damage or loss of the Equipment while in transit to IMSA. Entrant shall continue to pay the Late Fee until IMSA is in actual possession of the Equipment.

D. Credit Card on File. Entrant authorizes IMSA to process charges on the credit card on file for the Entry for all Late Fees and if applicable, the Total Loss Value for failing to return the Equipment. The credit card will be charged after the eighth (8th) day from the conclusion of the Event.

3. USE OF EQUIPMENT. Entrant shall have exclusive possession, control and use, and assumes complete responsibility for the condition, operation, and inspection of the Equipment. Entrant shall use the Equipment exclusively in the racecar/entry it is assigned to during the Event. Entrant shall ensure the Equipment is used in accordance with the manufacturer’s documentation and IMSA rules and regulations and not used in a careless, unusually or needlessly rough usage. Entrant shall affix and maintain in a location designated by IMSA on the Equipment any plates, tags or identifying labels provided by IMSA. Except as provided above, Entrant shall not allow the name of any person or entity to be placed on the Equipment. Entrant shall not sublet the Equipment or assign and/or transfer any interest in this Agreement without the prior written consent of IMSA.

4. DAMAGE OR LOSS. While the Equipment is with Entrant, Entrant shall bear all risk of loss, damage, destruction, theft and condemnations to or of such Equipment from any cause whatsoever ("**Loss**").

A. Damage.

i. **Notification of Damage.** Entrant must notify IMSA promptly of any potential Loss or problem with the Equipment. Entrant shall not attempt to repair the Equipment and shall return the Equipment to IMSA for repair of all non-functioning or damaged Equipment.

ii. **Repair Charge.** The expense of all repairs, including without limitation, labor, material parts and other items shall be paid by Entrant. Entrant shall be liable to IMSA for the actual cost of repairs, as determined by IMSA in its sole discretion, to repair any Equipment returned to IMSA in a non-functioning or damaged condition. Entrant authorizes IMSA to process charges on the credit card on file for the Entry for the repair of any damage to the Equipment.

B. Total Loss.

i. **Notification of Loss.** Entrant must notify IMSA promptly of any theft, total Loss, or potential total Loss of the Equipment.

ii. **Total Loss Value.** In the case of total Loss of a unit of Equipment beyond economic repair for any reason, including theft, collision, confiscation, fire, destruction or any other total casualty, regardless of where it may have occurred, Entrant is responsible for and shall promptly pay IMSA the Total Loss Value of such unit of Equipment. IMSA reserves the right to determine whether a unit of Equipment has in fact suffered an event of total Loss or damage beyond economic repair. Entrant authorizes IMSA to process charges on the credit card on file for the Entry the Total Loss Value when IMSA determines the Equipment cannot be repaired.

C. **Replacement/Substitute.** In the event of damage or total Loss of any unit of Equipment, should IMSA replace or provide a substitute piece of Equipment, these Leased Equipment Terms and Conditions shall apply to such replacement/substitute Equipment.

5. **REPOSSESSION.** In the event Entrant fails to comply with any of the terms or conditions of the Agreement, and upon demand of IMSA, Entrant shall immediately return all Equipment to IMSA. If Entrant fails or refuses to immediately return all Equipment after demand by IMSA, IMSA shall have the right to enter upon any premises where the Equipment is located and take immediate possession of, and at Entrant's expense remove, the Equipment, and IMSA shall be deemed to be Entrant's agent for such purposes.

6. ADDITIONAL STIPULATIONS.

A. **LIMITED WARRANTIES.** By taking possession of the Equipment, Entrant acknowledges receipt of the Equipment in good repair and working condition, and that the Equipment is fit and sufficient for Entrant's intended use. IMSA is not a supplier or manufacturer (as such terms are defined or used in the Uniform Commercial Code). No warranty, express or implied, is made by IMSA of the quality of design, manufacture, condition or fitness for any particular use of the Equipment. Entrant waives any and all claims against IMSA for any and all loss or liability resulting from any defects or failures of design, materials, condition or fitness for any particular use of the Equipment either latent or patent. Entrant waives the provisions of any applicable law limiting or prohibiting a general release with respect to any release of waiver in this Agreement. IMSA agrees to extent to Entrant all warranties, if any, offered by the manufacturers of the Equipment. IMSA disclaims, and Entrant waives, all other warranties with respect to the Equipment, whether written, oral, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. Except for the limited warranties set forth in this Section, the Equipment is

provided on an “AS-IS” basis, without representation or warranty of any kind, for use by Entrant at its sole risk.

B. ENTRANT’S INDEMNIFICATION OBLIGATIONS. Entrant hereby agrees to indemnify, defend, and hold harmless IMSA, its affiliates and its and their successors, assigns, employees, officers, directors, licensors and agents (collectively, “**Indemnified Parties**”) from and against any and all claims, losses, liabilities, obligations and expenses (including reasonable attorneys’ fees) (collectively “**Claims**”), in any way arising out of or incident to the lease, or the use, possession, maintenance, control or condition of the Equipment during the Lease regardless of whether such claims were caused in whole or in part by the negligence of any of the Indemnified Parties, and including, without limitation, any and all claims arising from or incident to: (i) the acts or omissions of Entrant, Entrant’s agents or Entrant’s assignees; (ii) the performance, breach, or default of the Agreement by Entrant, or the enforcement of any of the terms of the Agreement by IMSA; (iii) the death or injury to any person; (iv) damage to any property; and (v) the violation or alleged violation of any applicable law, including without limitation, any failure or alleged failure to use, operate, maintain or control the Equipment in compliance with applicable law. The provisions of this Section shall survive termination or expiration of the Lease.

EQUIPMENT	TOTAL LOSS VALUE
Delphi Radio	\$2,000
MSE Radio	\$1,000
X2 Transponder	\$2,100
Forced Induction Data Equipment (ICTSC)	\$2,400