

www.RallyTrack.com

RallyTrack Service Agreement

January 1, 2009

OVERVIEW

- This Service Agreement must be read and accepted before RallyTrack "Service" will be provided.
- RallyTrack's Rally Logger and/or Rally Tracker, designated as "Equipment", are loaded onto each vehicle prior to the event and will be removed at the finish line for data analysis.
- Non-finishers must return the Equipment to RallyTrack at the finish line, a predetermined drop-off location, or return ship it within 7 days after the event. Late fees will begin 14 days after the event ends.
- A deposit on the Equipment may be required.

AGREEMENT TERMS

- 1. Service fees and any outstanding balance due must be pre-paid to RallyTrack. The event and duration for pre-paid service are specified on the signature page. The service may be cancelled, and/or refunded, and/or transferred at the sole discretion of RallyTrack.
- 2. The Equipment will only be loaded or installed onto a vehicle that has adhered to the Installation Guide from RallyTrack. The Equipment must be securely and properly installed as outlined in RallyTrack's Installation Guide.
- 3. RallyTrack will maintain the Equipment and provide functional Equipment at the beginning of each event. Very rugged packaging has been provided, however RallyTrack will not be held liable for any event caused electronics malfunction during the event. Any refunds or credits are at the sole discretion of RallyTrack.
- 4. The customer will protect and prevent damage to the Equipment while it is in their possession. The Equipment is in the customer's possession from the time it is issued to them until an event official removes it at the finish line or it is physically delivered to RallyTrack. RallyTrack will notify the customer verbally and/or in writing if the Equipment was damaged and any fees are due.
- 5. RallyTrack may void this agreement for any future events if the Equipment is damaged, lost, or stolen while in the possession of a customer. The customer may be required to initiate a new service agreement before the next event and/or pay any related fees.
- 6. At least one entrant of record must be named on the service agreement in order for Equipment to be issued. Additional persons may be added by e-mail or written request. Pre-paid service is required for each additional vehicle if the same entrant of record is named on more than one entry.
- 7. Equipment is assigned to an entrant and may NOT be transferred without prior approval from RallyTrack.
- 8. RallyTrack will not be held liable for any delay or disruption in services caused by an unforeseeable event or emergency.



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- 9. RallyTrack will make every effort to be present at the finish before the first vehicle arrives. If RallyTrack does not arrive before the first event vehicle due to an unforeseeable event or emergency, an event official will remove the Equipment and place it in a safe holding location.
- 10. Prior written approval from both RallyTrack and the event organization is required to publish or use RallyTrack event data publicly or commercially. Collected data from RallyTrack Equipment will remain the joint copyright property of RallyTrack and the respective event organization. The data may be provided electronically, at no charge, for each customer to download. Data requests must comply with criteria listed at www.RallyTrack.com
- 11. All rental Equipment must be returned to RallyTrack at the end of the event. Penalties and late fees may be imposed if RallyTrack does not receive the Equipment within 14 days after the event. Go to www.RallyLogger.com for current fees and penalties. The shipping address is: RallyTrack, 4813 Levelside Avenue, Lakewood, California, USA 90712



RallyTrack P.O. Box 99 Lakewood, CA 90712 562.429.0949

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A signed agreement is required before service will be provided.

Fill in the following information and FAX, scan & e-mail, or mail this page to RallyTrack. Items with an "*" are required.

> FAX Toll-Free (USA & Canada only): 1-877-416-6867 E-mail: Info@RallyTrack.com

*Event Name		_
*Event Date(s)		
Vehicle/Entrant Number (if known)		_
Vehicle/Entrant Class		_
*Driver/Entrant of record		
Team Name (optional)		-
Team website (optional)		_
*E-mail address: (We do not sell or share any e-mail addresses!))	-
*Mail address:		-
*Contact Phone (at least one)		-
Home:		
Work:		
Cell:		
By signing this Service Agreement, I agree to t and agree to pay any fees as outlined in this ag	<u>.</u>	rth by RallyTrack
Print Name	Date	

Signature_