

PHOENIXMOTORSPORT

<http://www.phoenixmotorsport.co.uk>

Address: Camberley, Surrey 07836 796921 Tel 0044 (0) 1276 27711

PhoenixMotorsport Rental Agreement

With this agreement you (the Renter) accept responsibility for all rental charges, start dates, finish dates, freight to and from our facility and missing/damaged parts. Tools are expected to be returned clean, undamaged and complete. Rentals are for 7 or 14 days unless a separate written agreement is arranged. All billing begins when the tool arrives. Billing **stops** once a Rental Return Number is requested from PhoenixMotorsport. Tools not returned within 3 days of the Rental Return Number issue date will be billed in full and any/all deposits will be forfeited.

PhoenixMotorsport agrees to provide a shipping list of all peripheral items associated with the tool(s) and verify the functionality of the tool(s) prior to shipping. PhoenixMotorsport makes no other warranties, express or implied.

Renter agrees to inspect and verify the functionality of the tool(s) upon receipt and to notify PhoenixMotorsport of any damages, malfunction, or missing pieces so that appropriate measures can be taken. The tool(s) shall remain, at all times, the property of PhoenixMotorsport unless a sales agreement  is negotiated for purchase of the tool(s) separate from this agreement.

The rental fee for all tools is as follows:
7 day rental: 20% of purchase price plus shipping
14 day rental 30% of purchase price plus shipping

Please request a Rental Return Number BEFORE returning rental tools. Please ship tools back prepaid within 24 hours of receiving your Rental Return Number.

The renter agrees to pay additional rental on tool(s) at 15% of purchase price each week, beginning on the designated return date, that tool(s) has not been delivered to PhoenixMotorsport. Rental for late returns shall be deducted from the security deposit.

The renter agrees to pay a proportionate share of the VAT (where applicable).

The renter assumes all risk of loss of and damage to the tool(s) from every cause whatsoever, while the tool(s) is in the renter's possession. Any peripheral items associated with the tool(s) and included on the shipping list must be returned with the tool(s) no later than the designated return date. The renter agrees to pay list price for any items which are not returned by the designated return date. These charges may be deducted from the security deposit.

Regardless of cause, the renter and its employees or agents waive the right to make any claim against PhoenixMotorsport and it's agents for loss of anticipatory profits, or any other indirect, special, or consequential damages. Additionally, renter and its employees or agents waive any right to make any claim against PhoenixMotorsport for damages resulting from misuse of the tool(s) or for personal injury resulting from use of the tool(s).

Tool Name	Part No.	Rental Period (7 or 14 days)	Rental Rate

If you have any questions with regards to your obligations, please do not hesitate to contact us.

PhoenixMotorsport will release the tool(s) for shipment only upon receipt of this signed agreement.

Please sign and FAX to: (fax # here) _____, Attn: Gerry Speechley.

Comments:

Print Name: _____

Signature: _____ **Date:** _____