



**OREGON RACEWAY PARK
GARAGE RENTAL AGREEMENT**

DATE: _____

PARTIES: PMM, LLC, dba OREGON RACEWAY PARK, an Oregon Limited Liability Company, hereinafter referred to as "Landlord"; and _____ hereinafter referred to as "Tenant".

RECITALS:

- A. Landlord owns and operates the Oregon Raceway Park, a racing facility located at 93811 Blagg Lane, Grass Valley, OR 97029 (541) 333-2452 (the "Facility").
- B. Landlord hereby agrees to rent to Tenant, and tenant hereby agrees to rent from landlord those premises, located within the facility and commonly referred to as Private Garage Bldg. #1 - Unit # _____ located at OREGON RACEWAY PARK (hereinafter "Premises")

RENTAL AGREEMENT

The parties hereby agree as follows:

1. Terms

The term of this agreement shall commence on (date) _____ AT 6:00PM, and shall continue to concluding (date) _____ AT 6:00PM.

2. Rent

Tenant agrees to pay Landlord rent for the use and occupancy of the Premises at the rate checked below,

- \$100 per day
- \$250 3 consecutive days
- \$500 per week
- \$750 per month

The Rent shall be payable upon signature of this rental agreement and delivery of a key to the unit.

3. Security Deposit

Upon execution of this rental agreement, Tenant shall pay Landlord a deposit in the amount of \$500. The deposit shall reserve the Premises for the Tenant. The deposit shall be used by the Landlord at the termination of this rental agreement for the cost of rent plus any repairs to the Premises caused by the intentional or negligent acts of the Tenant. Landlord agrees to return the deposit minus the cost of the rental fee to Tenant upon Tenant's vacating the premises in a clean condition, subject to the terms and conditions set forth herein. Landlord shall have the right to enter said Premises at any time to inspect same, to make repairs or to enforce the agreement.

4. Rules and Regulations

Tenant and any guests of Tenant shall abide by the rules and regulations set forth in this agreement. In addition, Tenant agrees to obey all Federal, State, and Local, laws and regulations at all times while at Landlords facility.



5. Waivers

Tenant agrees to sign a Waiver of Liability form that shall remain in effect during the entire term of the agreement. In addition, any guests of Tenant must check-in at the main office prior to entering the private garage area and sign a Waiver of Liability form.

6. Garage Use and Access

Tenant agrees to use the premises exclusively for the storage of personal vehicles, supplies, personal property, or other material owned by Tenant and for no other use. Any device, machine, and/or appliance that require more than 20 AMPS of power must be requested by Tenant and approved in writing by Landlord. Access to the private garage area shall be during normal track hours or by making special arrangements with ORP personnel. Tenant agrees to keep the immediate premises in good working order and to advise Landlord or his agent of any needed maintenance or repairs. Tenant shall not store any items/vehicles/personal property outside the storage area, unless otherwise agreed in writing by Landlord. Tenant shall not dispose of any trash outside the storage area other than containers provided by Landlord. Tenant shall not keep or have in or on the leased premises any article that might be considered "hazardous" or "extra hazardous" by any responsible insurance company, including the storage of fuel or any other flammable/combustible materials, which is strictly prohibited. Refueling of vehicles cannot be done inside the garage unit. Welding, vehicle repair and body work, fluid changes, or any other mechanical work is strictly prohibited. Tenant agrees not to commit a nuisance in or upon said premises so as to substantially interfere with the comfort or safety of occupants of adjacent buildings or shall not affect the aesthetics of the premises. Tenant may not make any alterations to the premises. Tenant is responsible to keep the garage unit clean and in the condition in which it is rented. All spilled fluids, trash, etc. shall be cleaned from the unit.

7. Damage to Premises

Landlord is not responsible for any loss or damage due to fire, theft, water, wind, hurricane or any cause whatsoever to the property of Tenant and/or surrounding properties, nor is Landlord required to carry any insurance to cover same. Tenant shall be solely responsible for all costs to repair the premises to original condition should the tenant damage, deface or otherwise alter the condition of the garage. Landlord highly recommends Tenant carry proper insurance naming Landlord as an additional insured with a minimum coverage of \$200,000.

8. Default by Tenant

Landlord and Tenant agree that every condition, covenant, and provision of this rental agreement is material. A breach of any condition, covenant, or provision of this agreement by Tenant will constitute a material breach. For any material breach by Tenant, Landlord may provide Tenant with a written ten-day notice that describes the breach and demands the Tenant cure the default. If the Tenant does not cure the default within ten days, or if a cure is not possible, forfeiture of deposit.

In the event of breach by Tenant, Landlord reserves all rights and remedies conferred under the laws of the State of Oregon, including the right to terminate the lease, the right to immediate possession of the Premises, and the right of all damages to be remedied.



Name and Address of Manager of Contact Person

All payments of rent, demands, complaints, and other contact from Tenant to Landlord shall be directed to as follows:

By mail:

Oregon Raceway Park - Track Manager

93811 Blagg Lane

PO BOX 98

Grass Valley, OR 97029

Phone (541) 333-2452

Binding and Sole Agreement

Landlord and Tenant agree that this rental agreement, when completed and signed, is a binding legal obligation. This document, including any attachments incorporated by reference herein, constitutes the entire and sole agreement between Landlord and Tenant respect the leases Premises, the renting of the leased Premises, and the rental term created under this agreement, and correctly sets forth the obligations of Landlord and Tenant to each other as of the execution date below. Any agreements or representations respecting the rented Premises or their renting by the Landlord to Tenant not expressly set forth in this agreement are null and void.

Executed on this _____ day of _____, 20____.

BY: _____

Pacific Motorsports Management, LLC

An Oregon Limited Liability Company

Tenant Name Printed

Tenant Signature