

NOLA MOTORSPORTS PARK
STORAGE LEASE AGREEMENT

1. LEASE INFORMATION:

A. Date of Lease: _____ B. Storage Space Number: _____

C. Storage Type:

Description of Storage space:

Location: Nola Motorsports Park

Monthly Kart Storage: \$150_____(access information section 10)

Trailer Monthly: \$35.00_____(access information section 10)

Trailer Plate/Kart Number #: _____ State: _____

D. Tenant's Name: _____ Phone: _____

Address: _____ City: _____ ST: _____ Zip: _____

E-mail: _____

Cell Phone: _____ Home: _____

Work Phone: _____ Fax: _____

Important Notice: NOLA Motorsports Park is not required to refund any rental payments, nor to cancel this Lease, although it may, at its sole discretion, choose to do so if circumstances warrant.

NOLA Motorsports Park
Storage Lease Agreement

2. PARTIES AND DATE: This Lease Agreement (“Lease”) is entered into in multiple originals, as of the date set forth above, by and between NOLA Motor Club, LLC d/b/a NOLA MOTORSPORTS PARK, a Louisiana limited liability company (hereinafter “Lessor”) and the individual(s) or entity name above (“Tenant”), for the purpose of renting Kart Storage Space and/or Trailer Storage Space at the Lessor’s Racetrack facility located at 11075 Nicolle Blvd., Avondale, LA 70094 (hereinafter “Racetrack”) and with the express understanding and agreement that no bailment, warehouse agreement, or deposit for safekeeping is intended hereby.

3. SPACE: Lessor agrees to let, and Tenant agrees to rent those premises at the Racetrack consisting of the Kart Storage Space number which is set forth in Section 1.B above (“Kart Storage”), and Trailer Storage which is set forth in Section 1.B above on the terms and conditions of this Lease.

4. TERM: The term of this Lease shall commence as of the date set forth in Section 1.A of this Lease, and shall continue for a period of (12) month(s) ending the last day of _____. This lease shall be guaranteed that the annual rent amount shall not increase within the twelve month agreement.

5. RENT: Rent shall be payable in quarterly or annual installments at the rate set forth in Section 1.C. Rent payments shall be made in full without offset or deductions of any kind, and without demand. Prior to taking possession of the Kart Storage Space and/or Trailer Storage Space, and as a condition to taking possession, Tenant shall pay the rent for the first month.

6. PAYMENT: NOLA Motorsports Park offers three types of payment options; one a year paid in full in advance with cash, check, or credit card, quarterly installments by credit card or ACH. If this option is selected, the Tenant agrees that the credit card/ACH on file will be charged monthly for the rent amount.

7. LESSOR’S LIEN RIGHTS: PURSUANT TO THE “SELF SERVICE STORAGE FACILITY ACT”, LSA-R.S. 4756-4760, THE LESSOR, HIS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, HAVE A LIEN OR PRIVILEGE UPON ALL THE PERSONAL PROPERTY LOCATED AT THE FACILITY FOR RENT, LABOR, OR OTHER CHARGES, PRESENT OR FUTURE, IN RELATION TO THE PERSONAL PROPERTY AND FOR EXPENSES NECESSARY FOR ITS PRESERVATION OR EXPENSES REASONABLY INCURRED IN ITS SALE OR OTHER DISPOSITION PURSUANT TO LAW. THE LIEN ATTACHES AS OF THE DATE THE PERSONAL PROPERTY IS BROUGHT TO THE FACILITY AND CONTINUES SO LONG AS THE LESSOR RETAINS POSSESSION AND UNTIL THE DEFAULT IS CORRECTED, OR A SALE IS CONDUCTED, OR THE PROPERTY IS OTHERWISE DISPOSED OF TO SATISFY THE LIEN PURSUANT TO LAW. For purposes of Lessor’s statutory lien, "personal property" means movable property, not affixed to land, and includes but is not limited to, goods, merchandise, and household items; "last known address" means that address provided by Tenant in the latest rental agreement or the address provided by the Tenant in a subsequent written notice of a change of address. The Lessor shall have the right to over lock the unit and deny access to the Tenant after 6 PM on the fifth day of the month if the rent has not been received in the office of the facility in accordance with this agreement. The over lock shall be removed only during office hours of the self service storage

facility. In addition to any liens and remedies provided by law to secure and collect rent, Lessor is hereby given the right to reenter, seize, and/or take possession of all property located in or on the space or at the facility for default or by any reason of abandonment, without being deemed guilty of any manner of trespass or conversion, without prejudice to any remedies of Lessor.

8. ADDITIONAL RENTAL CHARGES: For rent payments that are dishonored, or declined, Tenant agrees to pay to the Lessor, as additional rent, administrative charges as follows:

Late Rent Charge	
of the greater of \$20 or 15% of the monthly rental fee	\$20.00
Pre-Lien Notice Charge (if not paid within 30 days of due date)	of \$10
Lien Sale Notice Charge (if not paid within 45 days of due date)	of \$10
Auction Notice Charge	of \$10
Advertising Charge	Actual Cost
Labor Charges (hourly rate)	of \$15
Inventory & Sale Fees	As Documented

The receipt of a check shall not be considered payment to Lessor if the check is dishonored or not paid for any reason. Tenant's property may become subject to a lien if rent remains unpaid for forty-five (45) days or longer (Utah Code 38-3-1). In addition, Tenant agrees to reimburse Lessor for all costs incurred by Lessor in enforcing the lien, including, but not limited to, inventory of stored property and reasonable storage costs as may be provided by law. In the event of satisfaction of the lien prior to sale, Lessor shall have three (3) days thereafter in which to release lien property, which may have been removed or re-secured during lien enforcement. ALL PAYMENTS MADE TO SATISFY OUTSTANDING LIEN AMOUNTS AND CHARGES SHALL BE PAID BY CERTIFIED CHECK, CASHIER'S CHECK, MONEY ORDER OR CASH. Any other costs incurred by Lessor by reason of Tenant's breach of any provision of this Lease shall be deemed additional rent, and may be demanded by Lessor of Tenant at any time, or waived, all in Lessor's sole and absolute discretion.

9. SUBLETTING: Tenants may only sublet the Storage Space with prior written approval of Lessor.

10. ACCESS: For any karts storage with NOLA Motorsports Park (Kart Center), the Tenant will need to give 48 hours notice for Test and Tune or Practice days and 72 hours notice for Race days. All trailers must be in storage area when not in use, tenant is responsible for moving for pit area to storage area, NMP will move the trailer if requested for a fee of fifty \$50.00 dollars. NMS at anytime may move the trailer for special events or as they deem necessary, we suggest anytime the trailer is not it use it is ready for travel. The tenant may lock any and all doors to keep contents secure, tongue locks are not allowed. All requests must be done by email to the flowing address karting@nolamotor.com

Additional charges-This agreement is for storage only and does not include consumables such as fuel, oil, chains, etc and personal mechanics, these items will all be charged in addition to any storage price agreement, these prices will vary based on what fuel/parts are needed and how much time is spent with mechanics.

If Tenant needs to provide anyone with access to their Kart, NOLA Motorsports Park will need in writing, permission from the Tenant stating the person's name and allowing them full access. This will be kept on file in the Kart Center. Nola Motorsports Park will not be responsible for any damage incurred by the additional Tenant if damage occurs the kart will be restored to its original condition and will therefore be billed to the Tenant for any damage incurred. It will be the

Tenant's responsibility to collect any moneys that may have been charged to the Tenant caused by the actions of the person they have permitted to access their kart.

11. RELEASE OF LESSOR'S LIABILITY FOR PROPERTY DAMAGE: All personal property stored within or at the Kart Storage Space by Tenant shall be at Tenant's sole risk. Lessor and Lessor's agents and employees shall not be liable for any loss of or damage to any personal property at the Kart Storage Space, Trailer Storage Space or the Racetrack facility arising from any cause whatsoever.

12. RELEASE OF LESSOR'S LIABILITY FOR BODILY INJURY: Lessor, Lessor's agents and employees shall not be liable to Tenant for injury or death as a result of Tenant's use of the Kart Storage Space, Trailer Storage Space, or the Racetrack facility.

13. INDEMNIFICATION: Tenant will indemnify, hold harmless, and defend Lessor from all claims, demands, actions, or causes of action (including attorney's fees and all costs whatsoever) that are hereafter made or brought as a result of or arising out of Tenant's use of the Kart Storage Space, Trailer Storage Space, and Racetrack facility.

14. CONDUCT: Tenant may designate person(s) or organizations(s) to enter the Kart Storage Space and/or Trailer Storage Space in accordance with the uses, purposes and protocols set forth in the Rules and Regulations of the Racetrack. Tenant shall be responsible for the conduct of all of Tenant's employees, agents, team members, and guest who enter the Kart Storage Space/Trailer Storage Space/Racetrack.

15. RULES: Lessor shall have the right to establish or change hours of operation or tenant access, or to promulgate rules and regulations, or amend existing rules and regulations for the safety, care, and cleanliness of the Racetrack, Trailer Storage Space, and the Kart Storage Space, or the preservation of good order on the facility ("Rules and Regulations"). Tenant agrees that such Rules and Regulations are made a part of this Lease and agrees to follow all of Lessor's Rules and Regulations now in effect, or that may be put into effect from time to time. Except in emergency situations, all changes of Rules and Regulations and/or facility hours will be conspicuously posted prior to the effective date of such change. Hours of operation and access shall be posted at the entrance to the Racetrack facility. Current Rules and Regulations will be posted in the administration office.

16. ASSIGNMENT: Tenant shall not sublet or assign the Kart Storage Space, Trailer Storage Space, or Tenant's interest under this Lease, nor store property owned by others without the prior written consent of Lessor, which consent shall not be unreasonable withheld.

17. NO ORAL AGREEMENTS: This Lease contains the entire agreement between Lessor and Tenant, and no oral agreements shall be of any effect whatsoever. Tenant agrees that Tenant is not relying, and will not rely, upon any oral representation made by Lessor, or by any of Lessor's agents or employees purporting to modify or add to this Lease in any way whatsoever. Tenant agrees that this Lease may be modified only in writing, signed by both parties, in order for such modification to have any effect whatsoever. Lessor's employees have been forbidden from providing any service on behalf of Lessor. Should employees of Lessor provide service at Tenant's request, such employee shall be deemed to be the agent of Tenant regardless of whether payment for such service is made or not, and Tenant agrees to hold Lessor harmless from all

liability in connection with or arising directly or indirectly from, such services performed by employees of Lessor.

18. GOVERNING LAW: This Lease has been prepared in accordance with the laws of the State of Louisiana and is to be interpreted, construed and enforced in accordance with the laws of said State. Any litigation to enforce any rights or obligations under this Lease shall be commenced in the State courts sitting in Jefferson Parish, LA.

19. ATTORNEY'S FEES: In the event either party hereto shall file an action to enforce any agreement contained in this Lease or for breach of any covenant or condition hereof, then the prevailing party in any such action shall be entitled to recover from the other party its actual attorney's fees for the services of the prevailing party's attorney (whether or not the attorney is a salaried employee of the party), together with all expert witness fees and any and all costs of such action, said fees to be fixed by a court having competent jurisdiction over the subject matter in dispute.

20. RIGHT OF FIRST REFUSAL: In the event of a rent increase or upon expiration of the Lease term, and provided Tenant is not then in default hereunder, Tenant is granted the right of first refusal to re-lease the Kart Storage Space and/or Trailer Storage Space upon such terms as Lessor is then offering for lease of the Kart Storage Space and/or Trailer Storage Space. Tenant shall exercise such right of first refusal by written notice to Lessor a) within fifteen (15) days after notification of a rent increase; or b) at least thirty (30) days but no more than ninety (90) days prior to expiration of the Lease term. In the event Tenant fails to give such notice within such time frames, then Tenant will be considered to have declined to exercise Tenant's said right of first refusal.

21. FUEL: NOLA Motorsports Park will NOT store Tenant's fuel cans. Fuel will be available for purchase by the gallon from NOLA Motorsports Park. If you would like to use your own fuel it will need to be taken home with you.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

LESSOR:
NOLA MOTORSPORTS PARK,

TENANT:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 11075 Nicolle Blvd.
Avondale, LA.

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

If you choose to pay by credit card quarterly, rather than pay for the year in advance, please complete the credit card authorization form below.

Credit Card Payment

Name: _____

Credit/Debit Card Number: _____

Expiration Date: _____

Signature: _____

ACH Payment

Name: _____

Bank Name: _____

Acct#: _____

Routing#: _____

Check Savings

Signature _____

Yes I would like to pay for one year in advance _____