
DRIVER AGREEMENT

between

AUTORAMA MOTORSPORT AG

and

NAME

Part 1

Box 1	Car	TCR
Date of agreement: dd.mm.yyyy	1 Driverseat	
Box 2	Box 3	
Team Name: Autorama Motorsport AG	Driver Name	
Box 4	Box 5	
Adress: Buchgrindelstrasse 21 8620 Wetzikon	Adress	
Box 6	Box 7	
Contact telephone: 0041 44 931 50 50	Contact telephone	
Box 8	Box 9	
Contact E-Mail: stefan.tanner@autorama.ch	Contact E-Mail	
Box 10	Box 11	
Event:	Location of Event	
Box 12	Box 13	
Dates:	Car details	TCR
Box 14	Box 15	
Driver Licence details: International C-Licence	National Licencor	
Box 16	Box 17	
Fees for events:	Others:	
Box 18	Box 19	
Damage liability: All included, excess EUR 15'000.00		
Box 20	Box 21	
Payment/ Bank details : See invoice	Payment status :	

Entire agreement

This Agreement comprising of Part 1, Part 2 and Appendix I and II contains the entire agreement between the Parties and supersedes any and all prior agreements and understandings between them, whether oral or written. This Agreement shall not be amended other than by written agreement signed by both parties.

By signing this Agreement the Driver is confirming that he has read and accepts this Agreement and understands fully the consequences of signing this Agreement.

In witness whereof, the Parties hereto have signed this on the date below.
Stefan Tanner for Autorama Motorsport AG

..... - The Team

..... - Date

..... - The Driver

..... - Date

Part 2

Terms and Conditions

1. The Parties

This Agreement is entered into by and between:

- a) The Team as stated in Part 1 Box 2 whose address is stated in Part 1 Box 4 and
- b) The Driver as stated in Part 1 Box 3 whose address is stated in Part 1 box 5

and collectively known as the Parties, on the date stated at the end of Part 1

2. The Event

The event or series of events stated in Part 1 Box 10 to which this agreement applies

3. Term

This agreement shall commence on the date of signing of this agreement and shall extend until the expiry of all the consequences of signing this agreement have been fulfilled.

4. Obligations of Autorama Motorsport AG to provide

The Team shall provide the Driver with the use of a vehicle as more fully described in Appendix I.

- a) A car in a raceworthy condition and use all reasonable endeavours subject to Force Majeure, to perform in all revisions, reparations and overhauling of the car as may be necessary to maintain the car in a raceworthy condition throughout the event.
- b) Private testing practice isn't included. All other practices which are part of the official event, and training and race belongings are included. Good used Hankook tyres will be used for this occasion.
- c) Full trackside support services including but not limited to
- d) Mechanics and personnel that The Team deem to be sufficient to support the car and Driver
- e) Fuel and race consumables
- f) New slick tyres for the entire event (probably front tyre set will be used for 1 to 2 stints depending on strategy and can vary, rear tyres will last longer)
- g) Advice on car set up
- h) Payment of Race and track day fees
- i) Payment of Series registration fees
- j) Small space on car for Driver sponsor signage (20x30cm). Space and area are limited and reserves the right to Autorama Motorsport AG to use all available images of the car for its marketing and advertising/promotional purposes. These may include magazine, web and billboard advertising as well as newsletter and other trade promotion.
- k) Information to the Driver regarding the event timetable, which licences and memberships are required and assistance with securing such permissions as are required
- l) Cooperation in good faith with the Drivers Sponsors representatives

5. Driver obligations

- a) Drivers will provide all of their personal clothing, helmet, gloves, boots etc. HANS device is obligatory.
- b) The Driver will be responsible for their own transport to and from the circuit and all accommodations.
- c) The Driver will at all times take reasonable precautions to avoid risk of damage to the Car and injury to himself or others.
- d) The Driver shall have the final responsibility for their attendance on time at all Sessions and briefings and obtaining the required permissions and licences to participate in the event.
- e) The Driver shall at all times conduct themselves in a manner that does nothing to damage the reputation of The Team.
- f) The Driver shall be responsible for the payment of any fine imposed by the sports regulatory authority as a result of their participation at the event.

6. Driver licence requirements

Racing: A valid "International Race C" license is required to attend the the event and is the Drivers responsibility. No refund if the driver can't attend the event in case of not having a valid "International Race C" license on site.

7. Damage

- a) The Insurer of Autorama Motorsport AG will cover the cost of any damage to the car as a result of any incident at the track irrespective of howsoever caused other than as direct result of a proven mechanical failure of the car. Damage to the racetrack must always be paid by the Driver.
- b) The Driver has a liability for any damage up to an amount of EUR 15'000.00.
- c) Autorama Motorsport AG reserves the right to pass on damage, that is not paid by the insurance, to the driver. That includes also fire caused damages. The amount is limited at EUR 65'000.00 and/or maximum labour of 200 hours.

8. Fees

- a) The Driver has to settle the amount of EUR *amount* upon agreement.
- b) The Driver will pay for all car-branding costs in the name of the Driver's sponsor.

9. Refunds

Is Autorama Motorsport AG unable to participate at this event, the team will refund all fees paid. If the event will be cancelled because of circumstances, that Autorama Motorsport AG cannot influence, there will be no refund. See also point 13. Force Majeure.

10. Cancellation policy

In the event that the Driver is unable to participate in the event.

11. Driver conduct

- a) Drivers shall at all times conduct themselves in a manner that does not bring the team or the event organisers into disrepute or in any way that detracts from the reputation of the team as a sporting organisation.
- b) When racing, Drivers will always drive in a sportsmanlike manner having the highest regard for the safety of other competitors, officials and spectators.
- c) Drivers will obey all instructions issued by the team and/or the race organisers including any Marshal or other person officiating at the event.
- d) If in the opinion of the event officials or any of the team's managers, the Driver contravenes and safety aspect at the circuit drives unsafely or contravenes any aspect of this clause 11, the Driver may on the sole decision of the team be banned from further participation at the event. No refund will be paid by the team in the event of such a ban.

12. Assumption of risk

- a) The Team and the Driver recognise and acknowledge that driving the Car is an inherently dangerous activity and involves equipment that may be experimental and which is pushed to its limits and may be defective and which can expose the Driver and others to a high degree of risk of serious bodily injury or death, which may be caused by the Driver's acts or omissions or the acts or omissions of others.
- b) In recognition of these facts, and for the consideration set forth in this Agreement, the Driver elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and the Driver will perform the requirements of this Agreement at his/her own risk.
- c) For the consideration set forth in this Agreement, the Driver hereby releases, holds harmless (and promises not to sue) and indemnifies The Team and any of its officers, employees, agents, partners, subcontractors, affiliated companies, suppliers, sponsors, the organiser of The Event, and other drivers at the event and each of their respective affiliates, agents and employees from any and all known, unknown, foreseeable or unforeseeable claims, demands, actions, costs and expenses (including blood money) that the above indemnified persons may sustain as a result of the Driver driving the Car, participating in the Events contemplated herein or otherwise performing under this agreement.
- d) The Driver's agreement to waive, release and indemnify as provided in this Clause is on behalf of the Driver and his/her heirs, devisees, legatees beneficiaries administrators, personal representatives and their successors and assigns as well as their sponsors or agents.

13. Force Majeure

A party shall not be held liable or deemed to be in default under this agreement for any failure to perform its obligations if such failure results directly or indirectly from Force Majeure.

14. Use of Driver Images

The Team is permitted to use the Driver's image to promote their business on the understanding that the medium used for promotion will be generally deemed to be of good standing.

15. Assignment

This agreement and the obligations herein may not be assigned, sub licensed, encumbered or otherwise dealt in, in whole or in part without the express written consent of The Team.

16. Notices

- a) All notices hereunder shall be made in writing and be delivered by hand, registered mail (with receipt on delivery) or sent by e mail to the address of the party for whom it is intended as set forth above.
- b) Notices sent by email must be acknowledged as being received by the recipient before coming into effect.

17. Applicable Law

This agreement shall be governed and construed in accordance with the law of Switzerland and the parties hereby submit to the exclusive jurisdiction of the courts of Switzerland.

18. Definitions and interpretation

- a) In this agreement, the following defined terms shall have the following meanings:

"Car" means the vehicle more fully described in Appendix I of this Agreement; "Force Majeure" means an act of God including but not limited to fire flood earthquake windstorm or other natural disaster; act of war invasion act of foreign enemies hostilities (whether war is declared or not) civil war rebellion terrorism revolution insurrection military or usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government or public or local authority or imposition of government law judgement order or decree sanction embargo or similar action blockade or labour dispute including but not limited to strike lockout or boycott; epidemic or disease; interruption or failure of utility services including but not limited to electric power gas water or telephone service; failure of the transportation of and personnel equipment machinery supply or material required by for Races or Trackdays; breach of contract by any essential personnel or suppliers or any other matter or cause beyond the control of The Team; "Image rights" means the Driver's name, nickname, face, image, photograph, signature, crash helmet livery design and all other elements of the Driver's fame and reputation and all Intellectual property in the same, in all contexts and media; "Races" means the races described above and which are officially sanctioned by the relevant ASN of the country in which the event takes place. "Raceworthy condition" when applied to Races shall mean that the Car when presented to scrutineers at the Races shall be compliant with relevant regulations and passed as such by the scrutineers. When applied to Trackdays it shall mean that the Car when presented to the Trackday Organiser inspectors shall comply with their requirements and shall be passed as such by the inspectors;

- b) Words denoting the singular shall include the plural and vice versa, words denoting and gender shall include all genders.

Appendix II

Note!!! LED 6 red + pop-up
Critical water temperature!

Big risk to break engine Slow down, STOP the Car!



Important:

The insurance does not pay for engine damage caused by the driver's engine overheating after a crash/accident/collisions with other cars. The driver is responsible for any costs if he does not stop the car.

Understood and all questions are answered:

Driver:

Name: