



DRIVER CONTRACT FOR CASTROL BMW RACE DRIVERS SERIES SCHOLARSHIP FOR THE 2014/15 SEASON v3.3

This contract is between Castrol BMW Race Drivers Series

and _____ referred to as the Driver.

PART ONE: CONDITIONS OF CONTRACT

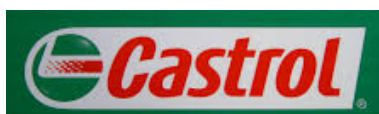
- a) The Driver is an independent contractor and not an employee of BMW, Castrol, Toyo or other series sponsors.
- b) The Driver confirms they have never previously raced in or for the Castrol BMW Race Driver Series prior to the date of this contract.
- c) The Driver agrees to all terms and conditions set out in the attached Conditions of Scholarship.
- d) The Driver agrees to be contracted to Castrol BMW Race Drivers Series from 1st September 2014 – 30th June 2015, or as otherwise mutually agreed between the parties and, in the event that agreement is unable to be reached, at the sole discretion of the Castrol BMW Race Driver Series.
- e) The Driver shall not enter into any other racing or driving contract during the valid term of this contract.
- f) The Driver agrees to attend all Castrol BMW Race Driver Series Championship rounds and will seek approval to race at any meetings outside of the Castrol BMW Race Driver Series.
- g) The Driver agrees to attend all race meetings in a drug and alcohol free condition. The driver also agrees to participate in any random drug & alcohol testing at any meeting nominated by the Castrol BMW Race Drivers Series.



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- h) The Driver must behave, race and compete in a competitive and safe manner for all Castrol BMW Race Drivers Series commitments.
- i) The Driver agrees, to the best of their ability, to remain fit and healthy for the term of this contract.
- j) The Driver agrees to pay all fees required to obtain a Motor Sport NZ competition license.
- k) The Driver, in consultation with the Castrol BMW Race Driver Series approved mechanical engineer, shall be responsible for ensuring that the car meets all required regulations for the class being entered.
- l) The Driver agrees to obtain permission from the Castrol BMW Race Drivers Series prior to placement of any personal sponsor's logos on or within the scholarship vehicle, on personal apparel, or in front of any TV cameras.
- m) The Driver must be available for all media requirements / commitments, as required by the Castrol BMW Race Drivers Series, for the contracted period.
- n) The Driver agrees to provide a pre-event and post-event report for each round of the 2014/15 Castrol BMW Race Driver Series for use on the race series website / facebook page and for distribution to media and series sponsors. This report is to be sent to the scholarship coordinator by the Monday prior and post each event for approval and subsequent circulation.
- o) The Driver agrees to wear the appropriate branded clothing (if required) and will not enter into any agreement with other sponsors without the agreement of the Castrol BMW Race Driver Series.
- p) The Driver assumes the responsibility of representing the Castrol BMW Race Drivers Series and its associated sponsors and agrees to conduct themselves in a professional manner at all times, both on and off track, at all season events and agrees to abide with the rules and regulations of the Castrol BMW Race Driver Series and Motorsport NZ.
- q) The Driver must respect Castrol BMW Race Drivers Series, the Race Series supplied mechanical engineer and the series sponsors overall objectives and refrain from making derogatory statements with any reference to the Castrol





BMW Race Drivers Series, the mechanical engineer and its sponsors. Any such matters are to be discussed directly with the Castrol BMW Race Drivers Series scholarship co-ordinator and / or the Castrol BMW Race Drivers Series President.

- r) The Driver agrees not to hold the Castrol BMW Race Drivers Series or associated sponsors liable, accountable or responsible in any way for a lack of results, damage, injury or personal loss sustained while representing, driving, attending or working with or for Castrol BMW Race Drivers Series.
- s) The Driver will be responsible for, but not limited to, meeting all of the following costs:-
- \$5000 commitment fee.
 - All Licenses required
 - All fines or penalties incurred
 - All tyres additional to the 4x supplied with the Scholarship car.
 - All mechanical repairs, labour costs and vehicle parts required outside the Mechanical Engineers contract (attached)
 - All paint / vinyl wrap repairs
 - All panel repairs
 - All travel and accommodation
 - Vehicle transport to and from each round
 - Drivers clothing & safety equipment
 - All costs associated in getting the car refurbished at season end (See item 2 Conditions of Scholarship).
- t) The following will be covered by the Castrol BMW Race Drivers Series and its family of sponsors:-
- Vehicle supply (Race ready E30 BMW 2.0L)
 - Vehicle maintenance contract
 - 4 x new Toyo R888 series control tyres
 - Vehicle engineer at each round
 - All relative sponsor & Series related signage
 - Series registration fee
 - BMW Car Club Membership
 - Individual round entry fees
 - Castrol oil and servicing products



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In the event that the driver is under 18 years of age the contract must be signed by a parent/guardian. By signing this agreement the parent/guardian takes joint responsibility for any debt incurred in relation to the Castrol BMW Race Drivers Series & its suppliers.

Any breaches or failures to comply with the terms of this contract may result in a premature and final termination of the contract without compensation. Immediately after such termination the vehicle and any associated parts shall be returned to the Castrol BMW Race Drivers Series at the driver's expense.

All contractual and financial transactions between Castrol BMW Race Drivers Series and the Driver are to be kept current at all times.

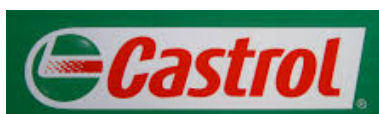
All terms and conditions within the contract are confidential and shall not be disclosed to any other party.

By signing this agreement the Driver named within this contract has entered into this agreement to exclusively drive for the Castrol BMW Race Drivers Series for the period of this contract.

PART TWO: CONDITIONS OF SCHOLARSHIP

- 1) The Driver acknowledges and agrees to all terms of the attached Driver Contract.
- 2) The Driver agrees to pay the Castrol BMW Race Drivers Series a \$5000 up front commitment bond within 7 days of the winner being announced. This can be paid by bank cheque or electronic bank transfer.

The commitment bond will be held for the season by Castrol BMW Race Drivers Series and then used as payment towards refurbishing the vehicle to the standard it was supplied at the start of the season. Should the cost be less than the \$5000, a credit will be issued to the Driver seven days after the refurbishment is completed.



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Should the refurbishment costs be more expensive than the commitment bond then the Driver will be invoiced the difference on a 7 day account. Payment of this can be made by bank cheque or electronic bank transfer.

- 3) The Driver agrees to enter every round of the Series Championship and agrees to do everything in their power to ensure the car starts every race at each Championship round.
- 4) The Driver agrees that should the vehicle be returned to Castrol BMW Race Drivers Series in an unacceptable condition they are required to pay all associated costs with the process of refurbishing the vehicle to the standard it was provided in at the beginning of the season.
- 5) The Driver agrees that in the event of total loss they are required to pay the Castrol BMW Race Drivers Series \$12,000 incl GST within one month of total loss. The commitment bond will be used as a deposit towards the payment of this sum of money. In this event the car will pass into the ownership of the Driver.
- 6) The Driver agrees to maintain a current NZ drivers licence & respect all New Zealand transport laws while driving on the road, including ensuring that the scholarship vehicle is maintained to a Warrant of Fitness standard.
- 7) The Driver agrees to keep all financial arrangements with the Castrol BMW Race Drivers Series or any of its agents current at all times, including those with the approved Mechanical Engineer.
- 8) In the event that the Driver cannot meet the conditions laid out in this contract, by the dates shown, paying particular attention to Item 2(Part 2) then the Driver will forfeit the Scholarship and the Scholarship will be awarded to the runner up from the Scholarship Judging day held on 30th August 2014.
- 9) The Driver agrees to supply and maintain the vehicle in accordance with the Castrol BMW Race Driver Series maintenance schedule.



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For The Driver:-

Print Name: _____

Signature: _____

Position: _____

The above signed agrees to take responsibility for any debt incurred in relation to the series, suppliers and the Castrol BMW Race Drivers Series as outlined above.

(If under 18, must be signed by guardian)

Parent/Guardian: _____

Signature: _____

The above signed parent/guardian agrees to take joint responsibility for any debt incurred to the series, suppliers and Castrol BMW Race Drivers Series as outlined above.

For Castrol BMW Race Drivers Series

Print Name: _____

Signature: _____

Position: _____

