



**International SimRacing
Formula-SimRacing
Loaned License Agreement**
v3.9 2018

I. Parties

This License Agreement involves the following two parties:

The International SimRacing Club (ISR or ISR Club), an Association without any lucrative goal, governed by the Swiss Civil Code (art. 60), represented by the President Kris Cobb, domiciled in *136 DJ Drive, Statesville, North Carolina, USA*, hereinafter called “The Organizer”.

(Each Owner is required to fill in their details over the CAPITAL wording)

TEAM NAME, represented by *LESSEE*, domiciled in *LESSEE’s ADDRESS*, hereinafter called “The Owner”.

Only one Owner per team is to fill out the details and sign this document.

II. Definitions & Designations

The Organizer is the governing body of the Formula SimRacing (FSR) championship, a virtual competition that reflects top-tier open wheel championships, based on a PC simulation game or mod and conducted via the World Wide Web. FSR’s virtual competition, hereinafter called “The League”, is composed of the World Championship (WC), limited to the licensed teams, and any sub-divisions that the Administration feels fit to organize. Drivers and teams may be asked to participate in League operating expenses.

III. Purpose

This Licence is released by The Organizer to The Owner, and entitles The Owner to participate with two cars/drivers, as one of teams participating in the FSR World Championship.

IV. Duration

This Licence is valid for the 2018 SEASON.

V. Obligations

This Licence Agreement requires both parties to understand, to observe and to put into effect all the following obligations, for the whole duration of the agreement.

A. The Organizer’s obligations:

1. The Organizer shall at every time be represented by the ISR Club Board as defined by the ISR Club Statutes.
2. The Organizer is responsible for the organisation of a professional (that is, competent) competition:
 - a) Including all licensed teams on equal terms.
 - b) Establishing updated and voted regulations for each season
 - c) Following a calendar with scheduled races.
 - d) To host races on an efficient and reliable online server.

e) Featuring a website related to the championship, which includes all the necessary public information (official news, participating teams, scheduled calendar, applying regulations and penalty guidelines, installation guide, official results and classifications), the functionalities of the database (registration, management, submission, etc.), the community interactive communication (forum, chat) and the multimedia content (photographs, logos, car liveries, race images, etc.).

f) Guaranteeing the legality of every official result, by verifying all relevant files or data with verifying tools, in order to prevent any cheating by the teams or their driver(s).

Note: By organizing a professional competition as described above, the Organizer is offering to The Owner a platform that should enable him to attract his own sponsors.

B. The Owner's obligations:

1. The Owner's team shall be composed of: The Team Owner(s) or the Team Owner(s)'s representative, the Team Manager, the two Official Drivers and at least one Spare Driver. This organisation must guarantee the team to be active:

- a) Participating at every race with two cars.
- b) Contributing to The League's discussion (ISR Club, TOA e-mail list, and discussion in ISR/FSR public and private forums)
- c) Being available for any question of The Organizer

2. The Owner has the obligation to have at any time his team strictly adhere to the regulations of the FSR World Championship. The Owner is obliged to acknowledge any point of the regulations and to ask The Organizer for clarifications if necessary.

3. The Owner must have a website and a car livery ready in time for his team before the start of each season. Although he's not obliged to, it is in the interest of The Owner to have his website updated throughout the season if he wants to be attractive to potential sponsors and to the public. The Owner also must provide The Organizer with the necessary graphical files of his team and sponsor logos for The League's website.

4. The Owner's drivers have to attend every Press Conference they are asked for by The Organizer's Press Team. The Owner also has to provide the Press Team with a Race Notice as outlined below in Section VIII part D.

VI. License Selling and Price

1. When leased by The Organizer, the price is at the discretion of The Organizer.

2. The Owner is obliged to participate in the Season that the License is acquired. Non-participation will result in the License being revoked without reimbursement.

3. The Owner may transfer the License with the express permission of The Organizer. Transfer without this permission will result in the License being revoked without reimbursement for any party.

VII. Prizes

1. The introduction of any Prize at any given time is the exclusive right of The Organizer. The Prize Money shall be exclusively funded from sponsor money and free contributions. The

Organizer has no obligation whatsoever to use ISR Club's capital for Prize Money. The Organizer will announce forms of prize money when possible.

VIII. Penalties and Licence Revocation

The Organizer will have the power to penalize any breaches of this Licence Agreement according to the following Licence Penalty Guideline:

A. Inactivity of the Team Owner or Team Manager:

1. In case of absence of either the Team Owner or manager, the aforementioned representative may be replaced in his functions by The Owner's newly nominated representative team owner or manager. The Organizer must be informed of this substitution within two weeks following the conditions of the above Note.
2. Every week of absence during which the Team Owner can't be reached and which can't be justified with a valid reason, accepted by The Organizer, The Owner will be fined €5 Euros.
3. If the Team Owner or manager can't be reached during more than one month, and his absence can't be justified with a valid reason, accepted by The Organizer, The Owner's Licence will be revoked by The Organizer. The License will be returned to The Organizer without any reimbursement of the Licence fee paid.

B. Inactivity of The Owner's official drivers:

Note: The official drivers are considered as absent, when they miss a race.

1. The Owner is fully responsible for his drivers: The Owner must ensure that two drivers from his team take the start at each official event of the World Championship.
2. In the event that a driver cannot attend a race, it is The Owner's responsibility to find a replacement. The Organizer must be informed prior to the event of any driver substitution.
3. Every race the driver misses, which can't be justified by The Owner (or the driver) with a valid reason, accepted by The Organizer, will be penalized as follows: The Owner will be fined € 5, - Euros. Justifications made by the Team Owner (or driver) must be done within 72 hours of the race completion.
4. After a total of 3 races in which The Owner's team did not have a complete line-up (2 drivers), where The Owner (or driver) also didn't justify this breach 72 hours after each of these races with a valid reason, accepted by The Organizer, The Owner's Licence will be revoked and returned to The Organizer without any reimbursement of the Licence fee paid.

C. Website, car livery and graphical files of The Owner:

1. Every month passing without The Owner publishing his website or providing The Organizer with the car-livery or the necessary graphical files, will mean for the team the following penalty: The Owner will be fined €10, - Euros every month after the deadline, before six months have passed. Therefore if a team sends its car livery and graphical files, and also has a website up running after the deadline but before a 1 month since this deadline, there will be no penalty incurred. Once a month is passed after the deadline, if one or more of these

requirements are not met, The Owner will be fined €10, - Euros for every month that passes after the deadline.

The deadline is will be announced by the Organizer upon approval of the season calender/schedule.

2. In difficult times, The Owner may request an extension to be determined by the Organizer. After the new deadline has passed, the penalties outlined in sub-section 1 above apply.

3. If the Owner fails to publish his website or to provide the Organizer with the car-livery or the necessary graphical files more than six months after the start of the season, the team will be penalized as follows: The Owner's Licence will be revoked by The Organizer without any reimbursement of the Licence fee paid.

4. The Organizer is responsible for allowing enough time for each team to prepare their car-livery, and if not enough time is given then The Organizer will grant applicable extensions.

D. Press Conferences and race reports of The Owner:

Note: Definitions: A *Press Conference* will involve one of the ISR Club's news reporters who will email or other means of communication with the top 3 drivers from the most recent race event, with a series of questions that must be answered. If a driver does not wish to answer any particular questions he may reply with "No comment."

A *Race Notice* should involve three (or more) quotes sent to Admin, regarding the race result, from both drivers and one (or more) of the team managers or owners. It is only mandatory for at least one team manager or owner to give a quote. It is preferred that the Race Notice be submitted in the FSR web-site however sending it to the Press Director or at least to Administration is acceptable.

1. Every Press Conference which wasn't attended by The Owner's driver(s) after a race and every Race Notice of The Owner's team which wasn't released to the Press Team within 72 hours after a race, will be penalized as follows: The Owner will be fined € 5, - Euros. In case of absence, The Owner must inform The Organizer within 72 hours of the race with a valid reason, accepted by The Organizer.

2. Failure to comply with the above section (Section VIII, D, point 1) for six consecutive times will mean that The Owner's Licence will revoked by The Organizer without any reimbursement of the Licence fee paid.

3. If a driver has missed a race he/she is not required to send a quote in the Race Notice.

4. In the case where the Press Director (or any news reporter) does not conduct a Press Conference, no race comments from the top 3 will be required and The Owner will not be obliged to submit a Race Notice, therefore no penalties will be given as stated in Section VIII, D, point 1 and 2).

E. Accumulation of penalties:

If a team fails to pay any of the above penalties the Team will be placed on suspension from the League and may not participate in any events until the penalties are paid. The Owner will also be placed on suspension from any activities in the League.

F. Cheating:

1. The Owner explicitly agrees that cheating is a big threat to The League's activity. So is the sheer to attempt to accuse opponents publicly of cheating.
2. Accusations and Discussions about possible cheating within The League are to be made exclusively in private between the Owner and The Organizer. Team members of The Owner's team are not allowed to make public statements in this respect.
3. It is therefore agreed between The Organizer and The Owner that any proven cheating as well as any public accusations of cheating made by any of The Owner's members towards another License Owner members may result in the License being revoked by the Organize without reimbursement of the License fee paid.

G. Other offences:

The Owner should understand that other offences, which may include – but are not limited to – malicious or otherwise causing damage or nuisance to The Organizer and its property or to The League, continuous or excessive abusive behaviour, public accusations of any kind against ISR Club or its officials, or against the league, may result in exclusion. The Organizer will issue an official warning to the offending Owner before the License will be returned to The Organizer without any reimbursement of the Licence fee paid. The warnings issued may include a penalty at the discretion of The Organizer.

X. Court of Appeal

1. All disputes, disagreements between parties being an integrated part of this Licence Agreement are to be judged by The Court of Appeal (COA) at the request of one of the litigating parties.
2. If The Owner's team is not satisfied by the original decision made by the Race director, or by an outcome of a race incident, it must present all evidence to the Race Director within 48 hours of the incident to be judged upon or the Race Director's decision, for the case to be heard.
3. If The Owner's team is not satisfied by The Organizer's decision (made by the Race Director) and wants to present further evidences to the Court of Appeal, to try to have the original ruling reversed or adjusted, it will be given the chance to present its case in writing an Appeal within a period of 72 hours after The Organizer's decision. For other incidents, the period will be of 5 days.
4. The decisions of the members of The Court of Appeal will be final and binding. Legal actions of whatever tenor, financial or other under this Licence Agreement are herewith expressly excluded and The Owner and The Organizer expressly agree to this provision with their signature to this Licence Agreement.
5. It is the responsibility of The Organizer to convene a Court of Appeal consisting of at least 3 neutral members, to hear and rule on any dispute raised between teams and The Organizer, by providing a fully justified and evidence supported decision, quoting the rules and interpretations that were used to reach any decision.

XI. Modifications and additions to Licence Agreement

This agreement is between The Organizer and the Lessee of the License for the duration specified above. This License Agreement shall not be modified except with consent of both parties.

Conclusions

The Owner expressly declares and agrees that he will strictly adhere to all the above rules and regulations. It is hereby agreed, that The Owner has no right whatsoever to claim reimbursement from The Organizer of the Licence Fee paid.

The Owner has a right to voice their opinion in TOA discussions. The Owner, however, does not have voting rights in TOA.