



January 1st, 2018

Congratulations... and welcome to our team!

You will be a member of the Crank Yankers Racing Team in the 2018 ChampCar Endurance Series Presented by RVA Graphics and Wraps. The team will normally consist of 3-4 drivers for Double 7s and 8s and 5-6 drivers for 24 hour events, who will each take their place driving the #186 Crank Yankers Racing 1989 BMW 325i.

Lets get down to business:

Please find a copy of the Crank Yankers Racing Rental Agreement attached (Appendix A). **A signature on this release is a requirement by all drivers.** Please print out two (2) copies of the agreement. Fill-out where appropriate and sign both copies, keeping one copy for your files and mail the second copy back to me along with your Driver Checklist (Appendix B) and rental deposit payment. A \$350 initial deposit is due at signing with an additional 50% due 90 days prior to the race. The remainder of rental fees are due 45 days prior to the race. If full payment is not received at least 30 days prior to the event, your entry will be cancelled and your deposit payments forfeited. Your rental fee for each event includes car and driver entry fees, car consumables, fuel, and lodging (when applicable). Drivers are responsible for their own ChampCar membership fees; you may attain these on the ChampCar website at <http://www.champcar.org>. Novice drivers are responsible for the Novice School fee (if you have not previously raced a ChampCar event).

It is my goal to bring a prepared car to the event. If I do not bring a prepared car to the event then you will get a refund. An unprepared car definition is if the car does take the green flag on the first day of the race. This does not include any mishaps in practice. I will not give credits back for not being able to drive in an event. Once we get to the event the money has already been spent on the race. Refunds (less \$100) will be made for cancellations received prior to 60 days of race day if I can find another driver to fill the seat. If I cannot find another driver to fill the seat, then you will forfeit your deposits. If there is an **emergency** situation that you need to cancel for, then we will work with you on returned fees.

The rental fee includes ChampCar driver and car entry fees, car rental, transport of the cars to the track, spare parts package, race fuel, tires, brakes, and maintenance costs for the team to maintain the car up to par. **The rental fee DOES NOT include lodging.**

Fees may be paid by check or PayPal (etpedersen14@gmail.com). If using PayPay, select the "Send money to family or friends" option.

The Driving Information:

Driver order will be determined prior to the or at the event; the car owner usually starts the race on day one as he has the most time and money into the car prior to the event. The



team goal is to win the race with adjustments made due to yellow flags. By signing this document you will be a team player and understand the team strategy. Adjustments to the seat order and stint times may be real time during the race to support this goal; there is no reason to go 10/10ths when the car is no longer in contention for the top ten. It is my goal to let all drivers have their turn in the car and I will do whatever I can to try and make sure this happens. Please keep in mind that this is an endurance race and something inevitably may go wrong before the end of the day, could be small, could be big. I can promise that either way, I will do everything in my power to correct the issues as swiftly as possible.

The Pit Stuff:

All drivers will be expected to contribute to servicing the car and solving mechanical issues if they arise. These duties include car fueling and routine servicing during pit stops and providing any requested assistance to solve any car related issues. Pit duties will be rotated for each stint based on driver order. Drivers are expected to be in the pit area while the race is going on; you will be able to get food and rest if it is a longer race. The reason for this is that it is an endurance race and we need a team to do well. We need “all hands on deck” during our pit stops. If you only want to check the fluids, then we can give you that job, but everyone does have a job during a pit stop. We need the team to function as a whole; there will be a designated “crew chief” for the event, which will be decided by the team owner. If there is not enough crew for this, then the team owner will designate someone to help run the pits.

The Damages:

We follow the you break it, you buy it philosophy for the team. If a wheel is damaged then you are in charge to replace that damaged wheel. Same goes for any damages due to any off track incidents and fast shifting/riding the redline. At anytime during the race if the rental driver does any action (money shifts, very fast transmission shifting, redline, etc) to damage any part of the car, then the rental driver will be responsible for any of the repair costs to that certain part. Wearable parts like brakes, tires, etc, are all paid in the maintenance cost which is in the rental fee. If the rental driver has an on track incident that results in the car not being able to be driven or raced any further, then the owner and the rental driver will come to an agreement on damages when they are assessed.

This is endurance racing and I know on track incidents will happen; it's just a matter of time when. It is your responsibility to bring the car back in one piece for the next driver so we can finish the race. We are all here to get track time and have fun. The owner has a lot of time and money into the cars; thus the reason for the damage clause. Please respect the team's property.



Appendix A:

Crank Yankers Racing Race Car Rental Agreement

This Agreement is made and contracted this _____ day, _____ 2018, between: Crank Yankers Racing C/O E. Tyler Pedersen, having offices at 3050 County Road O50, Edon, OH 43518 will hereafter be referred to as **Principal** and _____ (print your name here) with a primarily mailing address of _____, hereafter referred to as **Renter**. Jointly, Principal and Renter shall be referred to as the "Parties." Therefore, the Parties agree and contract that Principal shall provide, and Renter shall accept and share use for a designated purpose, Principal's property, described as a 1989 BMW 325i racing automobile. Race car will be on-site and may be utilized by and for Renter's use.

The designated purpose of use shall be limited to sanctioned auto racing activities associated with the ChampCar Endurance Series, a competitive motorsports event promoted by ChampCar Endurance Series. Held at various racing venues during the 2018 racing season. Renter acknowledges that his/her use of Principal's property during this event shall be shared with other renters under the terms of a similar contract and agreement.

Any action by Renter resulting in the use of the Principal's property outside of this sanctioned event, or use not in conformance with the rules of this sanctioned event, or any use that is in violation of any Municipal, State or Federal law, shall immediately nullify this Agreement and require Renter to:

1. Accept full and sole responsibility for any damages, liability, public or private disciplinary actions, or legal actions resulting from Renter's use;
2. Fully indemnify Principal against any damages, liability, or legal actions resulting from Renter's use;
3. Compensate Principal for any and all damages to Principal from Renter's use;
4. Reimburse Principal for any and all legal costs associated from Renter's use; and
5. Reimburse Principal for any and all loss of revenue and/or loss of use associated from Renter's use.

Principal shall transport and provide said property to the location of the event. Principal shall provide a limited number of spare parts and/or replacement parts for said property; however, in case of mechanical failure or on-track incident, Principal may not have all parts required to complete the event. Renter understands and acknowledges that Principal cannot guarantee any length of operation of Principal's property in the competition event. Furthermore, because the use of the property is being shared by others, no guarantee can be made or is issued by the

Principal to the Renter that renter shall enjoy any use of the Principal's property. The availability of the Principal's property to the Renter is unknown.



PRINCIPAL'S PROPERTY IS BEING DELIVERED IN AS-IS CONDITION, WITHOUT ANY REPRESENTATION OF MERCHANTABILITY FOR USE. RENTER HEREBY ACKNOWLEDGES AND ACCEPTS SAID PROPERTY AS BEING DELIVERED IN A FULLY FUNCTIONAL, WELL-ENGINEERED AND SAFE OPERATING CONDITION FOR THE DESIGNATED PURPOSE OF USE, ALTHOUGH SUCH USE MAY NOT BE CONSIDERED SAFE. AS SUCH, RENTER (AND/OR RENTER'S FAMILY, HEIRS, ASSIGNS, ASSOCIATES, EMPLOYEES AND/OR OTHER PERSONS WHO MAY HAVE ANY INTEREST IN RENTER) AGREES TO HOLD HARMLESS AND FULLY INDEMNIFY PRINCIPAL AGAINST ANY ACTION, SUIT, CLAIM OR LEGAL PROCEEDING RESULTING FROM RENTER'S USE AND/OR ACTIVITIES WHILE OPERATING OR BEING ASSOCIATED WITH PRINCIPAL'S PROPERTY AND CRANK YANKERS RACING.

Principal acknowledges that Renter shall not be responsible for any repairs of any kind or any minor damage, \$250 or less to restore to pre-race condition, to Principal's property during the specified and term of this Agreement as long as damage is realized within the course of normal, competitive on-track racing. The Renter is solely responsible for damage to Principle's property in excess of \$250 up to a maximum of \$15,000. The Renter shall be solely responsible for any damage to the race facility caused by the Principle's property while being operated by the Renter. If there is an on track incident where the car is no longer able to be driven; then Principle and Renter will enter into an agreement on the damages assessed.

Principal's countersignature confirms that Principal has received and Renter has paid the Principal the total sum required for the shared use of said property during the term of the prescribed and designated event.

Renter agrees and understands that Principal may pursue legal actions to satisfy any and all demands of this Agreement, and as such, Renter agrees to reimburse Principal for all legal costs associated with Principal's rights in accordance with this Agreement.

This Agreement represents the full understanding of all Parties. No changes may be made unless detailed in writing and countersigned as accepted by all Parties.

Agreed by Renter:

Agreed by Principal:

Renter: Signature

E. Tyler Pedersen
E. Tyler Pedersen
Crank Yankers Racing

Renter: Print Name



Appendix B: Driver Checklist

- 1) Download and read all ChampCar rules on the ChampCar website. Register on the site for the ChampCar newsletter so you'll be kept up-to-date of any event changes. You should also consider registering for the Forum, as there is a lot of great information discussed all the time. You will receive an Email inviting you to join Crank Yankers Racing from ChampCar. You will need to create an account, if you don't already have one, and then follow the instructions on accepting the invitation. This is required to be completed before I can add you to the driver roster. If you have any issues let me know.
- 2) Make sure you've got:
 - a. Full-face helmet with a SA2010 Snell sticker
 - b. SFI and/or FIA Nomex drivers gear (including suit, shoes, gloves, underwear, and socks)
 - c. HANs Device or equivalent
 - d. Cool suit shirt and connections
- 3) The car is outfitted with a window net and 5pt harness. If there is any other safety gear you would feel more comfortable with using, by all means bring your own head and neck restraint system if you so desire.
- 4) The car is equipped with a Sparco race seat. The seat is somewhat adjustable and drivers ranging from 5'4" to 6' have driven the car. We will try to minimize the amount of adjustments during the race to save time but we will do what is required for everyone to feel comfortable. We will plan on doing a seat check for each driver either before or after Tech Inspection.
- 5) Food and/or alcohol. The team will supply water in the pits.

Please send the signed Rental Agreement to E. Tyler Pedersen at this address:

**3050 County Road O50
Edon, OH 43518**

Agreement is accepted via email with the renter's signature in Lucida Calligraphy and emailed to etpedersen14@gmail.com