



# *Team Tinyvette*

## Driver's Contract

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### **Purpose**

This document constitutes an agreement between the principals/car owners of Team Tinyvette and people who will be driving, wrenching, or otherwise helping campaign the team's car in 24 Hours of Lemons events.

### **Terms**

- Event - refers to the race weekend, including practice and the race itself, all race and social activities that take place during the weekend, plus the transport of the car and supplies to and from the track.
- LeMons - The 24 Hours of LeMons race series

### **Parties to this Agreement**

This agreement is between Team Tinyvette and the following person, hereinafter referred to as the *Driver*:

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

email \_\_\_\_\_

Position on team:     Driver     Mechanic     Other \_\_\_\_\_

Team Tinyvette is Mike Meier and Alan Brattesani, both of Davis, CA, hereinafter referred to as the *Team*.

### **The Event**

This agreement is for the following race:

- Name: \_\_\_\_\_ (The 24 Hours of LeMons)
- Location: \_\_\_\_\_
- Date: \_\_\_\_\_

### **The Car**

The car will be a 1969 Opel GT running an original Opel 1.9L or 1.9L-based motor and a stock 4-speed transmission, hereinafter referred to as the *Car*.

The *Team* will ensure that the *Car* that meets or exceeds the safety requirements set by LeMons. The *Car* will pass LeMons' technical and safety inspections.

The *Driver* is welcome, and encouraged, to perform his/her own safety inspection. If the *Driver* wants safety features that exceed those required by LeMons and they are not already on the car then this inspection should be done prior to the event and early enough that the changes can be made.

### **Seat Time**

Each driver will get approximately equal amounts of seat time, normally two 1.5 - 2 hour stints during each race. Every reasonable effort will be made to get each *Driver* time in the car, but considering all of the factors that are not under our control this may not be possible.

### **Test Sessions**

LeMons events usually include open test days on Fridays. These are usually run by the track and not by LeMons and the costs and rules are set by the track and vary from track to track. The cost of testing is not included in *Driver* registration. All drivers who want to run the car on test day will work out a driving schedule and payment strategy on their own.

Every effort will be made to make the *Car* available to *Drivers* on test day after it has made it through LeMons Tech. and B.S. Inspections. But bear in mind that last minute technical or mechanical issues may keep the car off the track on test days.

The expectations of *Drivers* pertaining to how they handle the car, RPM limits for instance, are the same on test day as they are during the race.

### **Disputes**

The *Team* and *Drivers* agree to a strict “no whiners” clause. We’re all friends, we can work things out, but regardless, the *Team* will make the final call.

### **Registration Costs**

The *Driver* agrees to pay \_\_\_\_\_ when this contract is signed.

### **Damage Deposit**

The *Driver* agrees to pay a damage deposit of \$300 when this contract is signed. This deposit will be refunded at the end of the race weekend if the *driver* completes the weekend without: 1. damaging the body, glass, cameras, or suspension due to contact with other cars or track structures, regardless of who was a fault. 2. damaging the car during off-track excursions, or by hitting cones or braking markers, and the like. 3. the *Driver* drives like an ass and gets us “cursed”.

The *Driver* is not responsible for damage or failure of the motor and associated running gear unless it is determined that the *Driver* knowingly, intentionally, or idiotically, did something to cause the damage. These things would include but are not limited to not sticking to the agreed upon rev limits, not monitoring the gauges, not reporting problems before they become serious, etc. In such cases, the damage deposit will not be returned.

The damage deposit may be waived if the *driver* has contributed substantially to the preparation of the car and/or making the repairs. Also, damage deposits will not be required of non-driving team members.

### **Termination of this Agreement**

This agreement can be terminated at any time during the event if in the *Team*’s judgment the *Driver* was driving in an unsafe manner, in a manner that will get us cursed, or in violation of the *Team* policies on

driving the car, i.e., RPM limits. Termination on these terms does not entitle the *Driver* to a refund or either the registration money or damage deposit.

The *Driver* can terminate this agreement by withdrawing from the race at any time and for any reason. If this is done before the LeMons database closes then the *Team* will refund whatever portions of our costs for the *Driver's* registration it can recover from LeMons. If the *Driver* withdraws after the database closes and someone can be found to take the *Driver's* place then all monies paid will be refunded. If the *Driver* does not withdraw before the *Team* packs up and heads for the track, usually on Thursday before the race, or if the *Driver* simply does not show up for the race, none of the registration money will be refunded, although the damage deposit will be.

**Refunds**

A full refund will be made to each paying team member if the Team is unable to bring a car to the track that passes the LeMons inspections.

Full and partial refunds may be made if the driver withdraws from the team. This is described in the "Termination" section.

**Publicity and Promotion**

We take lots of pictures and record a lot of video during our races. So, we may have pictures and video of you and we reserve the right to use them to help promote Team Tinyvette.

**Sharing the Race Winnings**

It happened once, and who knows, it may happen again, we won some money at one of these LeMons races. We do not, however, as a rule, split the money with the team, seeing as the *Driver* and sponsor payments don't come anywhere near close to covering the build and race costs, but we are reasonable and at the *Team's* whim may share the money with the everyone. Don't count on it, or heaven forbid expect it, but you can take some solace in knowing that we are not stingy bastards.

**Signatures**

The signatures below certify that both parties have read and agree to the terms of this contract and agree to abide by the *Team's* rules.

Driver \_\_\_\_\_ Date \_\_\_\_\_  
Signature of the Driver

Team \_\_\_\_\_ Date \_\_\_\_\_  
Signature of a Team Tinyvette representative

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Driver's payment received:            Amount \_\_\_\_\_ Date \_\_\_\_\_

Driver's damage deposit received:    Amount \_\_\_\_\_ Date \_\_\_\_\_