

## Agreement

between

Licensee  
XXXXX

represented as its managing director  
XXXXX

- hereinafter referred to as „**Licensee**“ –

and

Nürburgring 1927 GmbH & Co. KG,  
Otto-Flimm-Straße, 53520 Nürburg,  
represented by its managing director  
Mr Mirco Markfort

- hereinafter referred to as “**NG**” -

### § 1 – Subject matter of the contract

The subject matter of this contract is the non-exclusive provision of co-pilot rides by *Licensee* on the Nürburgring Nordschleife during general opening hours outside of race events (so-called tourist ride sessions).

### § 2 – Licencing prerequisites

1. *Licensee* shall undertake to comply with the following criteria for carrying out co-pilot rides during tourist ride sessions:
  - No police record of road traffic offences (extract from the central traffic register)
  - No serious violations of the Nordschleife Driving Regulations in the past 3 years.
  - Business licence and sufficient insurance (vehicle insurance **has to cover “commercial passenger transport as part of the tourist rides”**) **must be** presented to NG.

- The vehicles used must be in perfect technical condition at all times; technical checks on all days of operation must be documented. If requested, NG must be granted access to the documentation of said checks. Unannounced technical inspections by an independent organisation (e.g. TÜV) must be permitted and paid for by the provider.
  - Only road legal vehicles may be used.
  - A maximum of two vehicles may be used. These are a **A (number plate: XX)** and a **B (number plate: XX)**. In the event of a technical failure of one of the two aforementioned vehicles, a **C (number plate: XX)** may be used as a replacement vehicle after notification to the NG track management. NG will provide identifiers for the main cars as well as for the replacement car which must be clearly visible at all times when the vehicles are used during tourist ride sessions.
  - Only suitable personnel may be used to carry out the rides (see section 2).
  - No time keeping of any kind is to be taken. At no time the focus may be on achieving a certain lap time. Communication of lap times for promotional purposes in connection with the co-pilot rides is not permitted. Safety must be the top priority at all times.
2. *Licensee* shall undertake to only use drivers to carry out co-pilot rides who comply with the following criteria:
- The licensee is obliged to use only those drivers who are able to meet the requirements both physically and in terms of their experience. Demonstrable, extensive experience on the Nürburgring Nordschleife, which can be proved either from motorsport experience or from professional involvement, includes, for example:
    - Several years of work as an instructor at driver trainings on the Nürburgring Nordschleife
    - Verifiable multi-year motorsport experience, especially verifiable experience driving on the Nordschleife, for instance based on participation in VLN races or the 24-Hour Race. Participation in Regularity Runs and the like is not sufficient.
    - Test drivers / test engineers with verifiable training and experience on the Nordschleife
    - Holders Permit A Nordschleife
 Providing evidence that one has been holding a season card for tourist rides for several years is not sufficient.
  - No police record of road traffic offences (extract from the central traffic register).
  - Valid driving licence. This must be presented to Nürburgring 1927 GmbH & Co. KG by all drivers.
  - Minimum age 27 years.
  - No serious violations of the Nordschleife Driving Regulations in the past 3 years.

3. *Licensee* must ensure that the drivers it employs comply at all times with the currently valid driving regulations for driving on the Nürburgring. The currently valid version is hereby made part of the agreement. The currently valid driving regulations (as of February 2020) are attached to this agreement for information purposes. Further regulations are defined in the currently valid Appendix 2 "Operational Regulations Licensees 2021-2023" and are therefore also part of the agreement. In the event of changes or adjustments to Annex 2, NG shall provide the Licensee with the updated version.
4. Furthermore, *Licensee* must ensure that the tourist rides are not affected by the provision of co-pilot rides; in particular, the change of participants must not obstruct access to the Nordschleife and traffic on the Nordschleife parking lot.

### § 3 – Services of NG

1. NG will provide *Licensee* with two vehicle-specific season cards for the tourist ride sessions on the Nordschleife for the seasons 2021 through 2023. These may be used exclusively to carry out co-pilot rides.
2. NG will provide all licensees with space in the sales container on the parking lot **“Zufahrt Nordschleife” (Nordschleife access road) to handle customer service, sales and instructions** for the duration of the licence contract. The exact space will be assigned by NG in writing once the sales container is set up. Each licensee will also be provided with two parking spaces nearby. Structural modifications are not permitted. Advertising measures on site beyond the space provided by NG at the sales container plus two beach flags require separate approval by NG.

### § 4 – Use of onboard systems

1. The use of onboard systems in the co-pilot vehicles and the sale of onboard recordings to customers includes the following licensing prerequisites:
  - a. It is not permitted to hand over the onboard material when accidents are recorded. This does not include purely technical defects of vehicles on the track.
  - b. Commercial use of the onboard footage by the licensee's customer is not permitted - with the exception of an authorization by NG.
  - c. The publication of the onboard material to advertise your own Co-Pilot rides on social networks is permitted after prior approval by NG, provided that you exclusively advertise the aforementioned purpose of use.
  - d. Live broadcasts of any kind, including delayed broadcasts, are not permitted.

- e. It is not permitted to stop on the race track or to attach any kind of camera to the outside of the vehicle. Furthermore, the escort of camera vehicles as well as the execution of so-called "car-to-car" recordings is prohibited. Recordings inside the vehicle as well as outside the safety areas are permitted. Measurements as well as the communication of speeds and section and lap times are also not permitted.
- f. The recording of laps may in no case lead to driving with increased risk and inappropriate speed.
- g. Names of tracks, track sections and buildings as well as advertising boards must be reproduced in the footage as they appear in reality. Violation of this will have the same consequences as use without permission.
- h. The licensee is not entitled to use the race track name or the company keywords "Nürburgring" and/or the license marks as part of his company, as a special designation of a business operation, as a title, as a domain name or as a user name in social media or other identity designation on the Internet.
- i. The Licensee is not entitled to trademark other signs, names and terms that have acquired a reputation within the relevant public in connection with the Nürburgring or its tracks.

## § 5 – Fees

For the granted licence to carry out co-pilot rides during tourist ride sessions, *Licensee* shall pay NG a fee of

***bid amount in EUR plus VAT***

The fee is due for payment in three annual installments of xxx€ each immediately after receipt of the invoice.

## § 6 – Contract term

1. This agreement shall enter into force upon signature and terminate immediately at the end of the 2023 tourist ride session, at the latest on 31<sup>st</sup> December 2023, without requiring separate notice of termination. This shall not affect post-contractual obligations such as dismantling regulations (§ 3 section 2).
2. The right to immediate termination of this agreement for good cause shall remain unaffected by this clause.

3. In case of violations of the contractual terms, NG shall be entitled to exercise its property rights and prohibit the licensee as well as the driver from using the track at any time. Moreover, the licence may be revoked immediately in case of serious or repeated non-compliance with safety-related requirements, which means the licensee will be excluded from using the tracks for commercial purposes. In case of violations of the aforementioned Licencing Prerequisites (§ 2), NG will withdraw authorisation only after repeated infringement and prior warning. Particularly serious violations, however, may result in the immediate withdrawal of authorisation. If a licence is revoked, the licensee is not entitled to a refund of the licence fee.
4. This agreement provides for a term of three years without the option of early termination. If the licensee breaks the contract, it shall be obliged to fully compensate NG. If the licensee is unable or unwilling to continue exercising the licencing right, the obligation to pay compensation shall be regulated as follows:
  - The licensee shall be obliged to fully compensate NG for the respective current year
  - For the year following the respective current year, the licensee shall be obliged to pay compensation amounting to 60% of the annual licence fee
  - For the second year following the respective current year, the licensee shall be obliged to pay compensation amounting to 40% of the annual licence fee.

## § 7 – Liability

1. The contracting parties agree that NG – unless expressly agreed otherwise in writing – is involved neither in the organisation nor in the execution of the co-pilot rides provided by *Licensee* and accepts no responsibility for them. *Licensee* shall indemnify NG from any third-party claims that may be asserted in connection with the execution of co-pilot rides. This indemnity obligation shall also cover potential administrative fines and offences (such as disturbance of the peace and blocking of emergency access routes) connected to the co-pilot rides carried out by *Licensee* that may be imposed on NG as venue operator. This shall not apply if the claims are based on intentional or grossly negligent conduct by NG.
2. *Licensee* and its drivers and passengers shall use the Nordschleife at their own risk and responsibility. *Licensee* undertakes to exclusively accept passengers who previously waived in writing any potential claims for compensation against NG as lessee of the premises, buildings and facilities and as operator of the race track, as well as against its vicarious agents. *Licensee* is hereby authorised and obliged to accept the respective waiver in writing on behalf of NG.

In case of damage, *Licensee* shall be obliged to provide NG on request without delay with the original documents containing the waiver and its acceptance. *Licensee* shall be obliged to immediately report to NG any accident or damage to facilities incurred during tourist ride sessions.

3. *Licensee* (as well as its vicarious agents) also waives any potential compensation claims against NG as lessee of the premises, buildings and facilities and as operator of the race track, as well as against its vicarious agents.
4. Liability without fault of NG for compensation for initial defects of Nordschleife and parking lot shall be excluded.

Liability of NG for ordinary negligence shall be excluded if no essential contractual obligations are breached.

If essential contractual obligations are breached, **NG's** liability for damage in cases of ordinary negligence is limited to the direct average damage foreseeable in accordance with the nature of the agreement and typical of this type of contract

NG shall not assume any liability for loss of objects, facilities, structures and other valuables brought in by *Licensee* or by third parties on behalf of *Licensee* if NG did not explicitly accept these for safekeeping for a fee.

To the extent to which liability is limited or excluded according to these provisions, this shall likewise apply to the liability of the persons employed for the fulfilment of **NG's** obligations as well as its vicarious agents. NG as well as *Licensee* shall be liable for any fault that may lie with its vicarious agents, without the option to be released from liability for selecting the aforementioned persons and agents (*culpa in eligendo*).

5. The aforementioned exclusions from liability shall not apply in case of damage arising from injury to life, body or health that is the consequence of an intentional or negligent breach of duty – including by a legal representative or vicarious agent of the group of persons released from liability – or in case of other damage caused by an intentional or grossly negligent breach of duty – including by a legal representative or vicarious agent of the group of persons released from liability – or in case of explicit guarantee of specific properties.

## § 8 – Day licences

The contracting parties agree that in addition to the four tendered licences awarded for a contract term of three years, NG shall be entitled to market six day licences per year to partners of NG. These day licences shall not entitle their holders to market the rides. They shall be provided solely for transporting a certain group of persons for marketing purposes.

## § 9 – Sublicencing

The licensee is explicitly prohibited from remarketing the right specified in this agreement, as well as from permitting third parties to use said right.

## § 10 – Environmental Protection

The contracting parties attach great importance to the implementation of effective measures to protect the environment. *Licensee* shall undertake to ensure the highest possible level of environmental protection in its sphere of influence for all activities directly related to this contract or carried out in that territory, insofar as this is economically viable. All applicable regulatory requirements on environmental protection that are connected to this contract must be complied with. Potential damage to the environment must be reported to NG immediately.

## § 11 – Confidentiality Obligation / Good Conduct Clause

1. The contracting parties undertake to maintain confidentiality regarding the content of this contract and all related circumstances during and beyond the term of the contract.
2. The contracting parties undertake to treat each other with respect and loyalty and maintain good conduct in their relations. They shall not at any time make disparaging or negative statements about the respective other contracting party in a way that could be **detrimental to the respective party's reputation**.

## § 12 – Compliance

1. The contracting parties shall be obliged not to carry out any acts or refrain from any acts that could result in criminal liability for fraud or embezzlement, insolvency offences, offences against the laws of competition, granting and accepting of undue advantages, bribery, corruption or similar offences on the part of persons employed by the contracting parties or other third parties. Any violation of this provision shall entitle the contracting party that conducted itself properly to withdraw from or terminate all legal transactions with the respective other contracting party without notice and break off any negotiations.
2. Without prejudice to the above provisions, the contracting parties shall be obliged to comply with all laws and regulations affecting them and their mutual business relationship.

## § 13 – Final Provisions

1. This contract reflects in its entirety the agreement concluded between the contracting parties. There are no side agreements; any existing side agreements are herewith repealed. Amendments of and additions to this contract must be in writing, unless another form is required by law. The written form requirement may only be waived in writing.
2. Any invalidity of individual provisions of this contract shall not affect the validity of the remaining provisions. In order to replace invalid provisions or to fill a gap, the contracting parties shall agree a suitable provision coming closest to what the contracting parties would have agreed if this aspect had been considered when concluding the contract.
3. The place of performance is Nürburg. The place of jurisdiction for all disputes arising from this contract is Koblenz.
4. This contract is exclusively governed by German law.

xxxx, \_\_\_\_\_

Nürburg, \_\_\_\_\_

\_\_\_\_\_  
xxxx  
xxxxx

\_\_\_\_\_  
Mirco Markfort  
Nürburgring 1927 GmbH & Co. KG  
GmbH & Co. KG



# FAHRORDNUNG

## FÜR DAS BEFAHREN DES NÜRBURGRINGS



Der Nürburgring (Nordschleife und/oder Grand-Prix-Strecke) wird an veranstaltungs- und testfreien Tagen für touristische Fahrten (Touristenfahrten) freigegeben. Für diese Fahrten gelten die Bestimmungen der Straßenverkehrsordnung (StVO), sofern nachstehend nichts anderes bestimmt wird.

### § 1 – FAHRERLAUBNIS

- Das Befahren des Nürburgrings ist nur mit Kraftfahrzeugen erlaubt, die der Straßenverkehrszulassungsordnung (StVZO) entsprechen. Von den Touristenfahrten ausgeschlossen sind Fahrzeuge, die bauartbedingt oder aufgrund ihres technischen Zustandes eine Mindestgeschwindigkeit von 60 km/h unterschreiten, mit einem zulässigen Gesamtgewicht von über 2,8 t, mit Ohrensitzen (Fahrer und Beifahrer), mit umgerüsteten, bzw. nicht serienmäßigen, abnehmbaren Lenkrädern, mit HANS-System (Head and Neck Support), mit ungepolstertem Käfig, mit Ein- bzw. Anbauten, wie Spoiler oder Aerodynamikbauteile an Front und Heck des Fahrzeugs, die über die eigentliche Fahrzeugbreite bzw. -höhe hinausragen bzw. scharfkantig sind, mit Überführungs-Kennzeichen (rote Nummern), Kurzzeitkennzeichen (03 und 04er Nummern) und Oldtimer-Wechselkennzeichen (07er Nummern). Ebenso sind Quads, Trikes und Karts von der Teilnahme ausgeschlossen.
- Jeder Fahrzeugführer muss im Besitz eines gültigen Tickets der Nürburgring 1927 GmbH & Co. KG (nachfolgend „NG“) und einer gültigen Fahrerlaubnis sein. Personen, die im Besitz einer Fahrerlaubnis im Sinne des „Begleiteten Fahrens ab 17 (BF17)“ gemäß § 48a der Verordnung über die Zulassung von Personen im Straßenverkehr sind, sind von der Teilnahme an den Touristenfahrten ausgeschlossen. Der Fahrzeugführer hat die Fahrerlaubnis sowie den Kraftfahrzeugschein mit sich zu führen.
- Fahrzeugführer eines nicht in Deutschland zugelassenen Fahrzeuges müssen einen Versicherungsnachweis bei sich führen.
- Das Befahren der Nordschleife mit Saisonkarten ist nur in Verbindung mit einem gültigen Ausweisdokument gestattet.
- Die Gültigkeit der Saisonkarte ist begrenzt auf die Dauer der Saison. Die Saison endet spätestens am 31.12. eines jeden Jahres. Die Saisonkarte ist personalisiert und somit – auch nicht hinsichtlich der Nutzung im Einzelfall – nicht übertragbar. Saisonkarten sind von der Rückgabe ausgeschlossen und damit nicht auszahlar, auch nicht in Teilbeträgen. Dies gilt auch für das allgemeine Widerrufsrecht, sofern die Karte nachweislich in dieser Zeit schon zum Einsatz gekommen ist.
- Die NG behält sich vor, Fahrzeuge mit optisch erkennbaren Mängeln von den Touristenfahrten auszuschließen. Ersatzansprüche können hieraus nicht abgeleitet werden.

### § 2 – BENUTZUNG DES NÜRBURGRINGS

- Die Einfahrt zum Nürburgring, wie auch die Ausfahrt, darf nur über die hierfür eingerichteten und kenntlich gemachten Stellen erfolgen.
- Der Nürburgring ist Einbahnstraße und dementsprechend beschildert. Er wird in Uhrzeigerrichtung befahren.
- Fahrzeuge müssen die Fahrbahn benutzen. Es gilt das Rechtsfahrgebot. Überholen ist nur links gestattet. Driften ist verboten.
- Auf dem gesamten Nürburgring, einschließlich der Seitenstreifen, besteht absolutes Halteverbot. Ausgenommen sind Fahrzeuge mit technischen Defekten. Ebenso verboten ist das Wenden und Rückwärtsfahren auf dem Nürburgring.
- Ist ein Fahrzeug aufgrund eines techn. Defektes nicht mehr uneingeschränkt fahrbereit oder es treten Betriebsmittel aus, hat der Fahrzeugführer das Fahrzeug unverzüglich in sicherer Position auf dem Randstreifen oder einer dafür geeigneten Stelle abzustellen. Der Vorfall ist unverzüglich dem Streckenmanagement (Tel: 08000302112) zu melden. Die Insassen haben sich unverzüglich hinter die Leitplanken in Sicherheit zu bringen. Ggf. ist der nachfolgende Verkehr aus sicherer Position durch Handzeichen oder sonst in geeigneter Weise zu warnen. Darüber hinaus ist das Fahrzeug nach näherer Weisung des Streckenmanagements durch den hierzu eingesetzten vom Nürburgring autorisierten Abschleppdienst aus dem Streckenbereich abschleppen zu lassen. Die hierdurch entstehenden Kosten gehen zu Lasten des Fahrzeugführers. Private Abschleppfahrten sind nicht erlaubt.
- Die Verwendung von Schneeketten und Spike-Reifen ist nicht erlaubt. Ebenso verboten ist die Benutzung von Rennreifen (z.B. Slicks). Es wird kein Winterdienst durchgeführt.
- Motorradfahrer müssen komplette Schutzkleidung tragen.
- Autofahrer müssen angeschnallt sein, dies gilt auch für Personen auf den Rücksitzen. Kinder müssen mit den entsprechenden Rückhaltesystemen gesichert werden.
- Im Bereich von Unfall- und sonstigen Gefahrenstellen gilt absolutes Überholverbot. Diese sind in angemessener Geschwindigkeit, höchstens aber mit 50 km/h zu passieren. Die Signalgebung des eingesetzten Streckensicherungspersonals bzw. der Streckensicherungsfahrzeuge ist unbedingt zu beachten. Missachtungen werden mit Fahrverbot geahndet.
- Streckensperrungen infolge von Unfällen etc. werden durch Lichtzeichen (rote Ampel) angezeigt. Ein Auffahren auf den Nürburgring ist dann untersagt.
- Des Weiteren müssen die ausgehängten Sicherheitsregeln und -hinweise ausdrücklich eingehalten werden.
- Jegliche kommerzielle Nutzung der Zufahrten, Einzäunungen und anderen NG-eigenen Einrichtungen ist untersagt. Zeltaufbauten sind nicht gestattet. Die Anbringung von Werbebannern, Flyeraktionen etc. darf nur nach ausdrücklicher Genehmigung der NG erfolgen.
- Bei den Touristenfahrten ist jegliche Art von Zeitmessung untersagt. Dies gilt auch für die sogenannten BTG-Zeiten. Alle Arten von Zeitmessgeräten sind vor Antritt der Fahrt außer Betrieb zu nehmen. Das Personal von NG ist berechtigt, bei Missachtung den Antritt der Fahrt zu verweigern bzw. ein generelles Fahrverbot auszusprechen. Die Touristenfahrten dienen generell nicht zur Erzielung von Höchstgeschwindigkeiten.

### § 3 – GESCHWINDIGKEIT

- Auf dem Nürburgring müssen die Grundregeln über die Fahrgeschwindigkeit gemäß § 3 Abs. 1 StVO eingehalten werden (siehe unteren Auszug aus der StVO).
- Rennen mit Kraftfahrzeugen sind entsprechend § 29 Abs. 1 StVO verboten. Dies schließt Geschwindigkeitsrekordversuche einzelner Kraftfahrzeuge ausdrücklich ein.
- Die Geschwindigkeitsbeschränkungen auf der Strecke haben alle Nutzer des Nürburgrings unbedingt einzuhalten.
- Die als „Baustelle“ gekennzeichneten Abschnitte des Nürburgrings müssen langsam befahren werden. Die angegebene Geschwindigkeitsbeschränkung ist unbedingt einzuhalten.

### § 4 – HAFTUNG UND SCHÄDEN

- Das Befahren des Nürburgrings erfolgt unter Ausschluss jeglicher Haftung der NG und der von ihr gestellten Personen. Dies gilt insbesondere für Schäden des Benutzers, die ihm aufgrund eigener Verstöße gegen die in §§ 2 und 3 geregelten Verpflichtungen entstanden sind. Dieser Ausschluss gilt nicht für Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit, die auf einer vorsätzlichen oder fahrlässigen Pflichtverletzung – auch eines gesetzlichen Vertreters oder eines Erfüllungsgehilfen des enthafteten Personenkreises – beruhen und nicht für sonstige Schäden, die auf einer vorsätzlichen oder grob fahrlässigen Pflichtverletzung – auch eines gesetzlichen Vertreters oder eines Erfüllungsgehilfen des enthafteten Personenkreises – beruhen.

- Unfälle, technische Defekte sowie Beschädigungen an der Fahrbahn, den Banketten, den Einzäunungen, den Leitplanken oder anderen Einrichtungen des Nürburgrings sind unverzüglich dem Personal der NG zu melden. Zuwiderhandlungen werden als Unfallflucht zur Anzeige gebracht. Die entstandenen Schäden werden in einem Schadensprotokoll aufgenommen und sind vom Schädiger zu unterschreiben. Die Kosten für die Schadensbeseitigung, hierunter fällt auch der Einsatz des Streckensicherungspersonals bzw. der Streckensicherungsfahrzeuge, gehen zu Lasten des Verursachers. Die Stundentarife, die dem Verursacher von Unfällen, Streckenverunreinigungen etc. für Personal- und/oder Fahrzeugeinsätze berechnet werden, können auf Verlangen beim Streckenmanagement eingesehen werden. Die Geltendmachung eines im Einzelfall nachzuweisenden höheren Schadens bleibt von dieser Regelung unberührt. Diese Regelung gilt auch für Einsätze, die nicht unfallbedingt sind, sondern auf einen technischen Defekt des Fahrzeuges oder auf den Verlust von Betriebsmitteln zurückzuführen sind.
- Die NG hat das Recht, wegen aller durch den Benutzer verursachten Schäden gem. Abs. 2 eine angemessene Abschlagszahlung in bar zu verlangen.

### § 5 – TAXIFAHRTEN

- Die Durchführung kommerzieller Taxifahrten ob entgeltlich oder unentgeltlich, im Rahmen der Touristenfahrten ist ohne Genehmigung durch die NG untersagt. Eine kommerzielle Taxifahrt ist jede entgeltliche oder unentgeltliche Personenbeförderung Dritter, die der Erzielung oder Anbahnung eines unmittelbaren oder mittelbaren Gewinns und/oder Leistungserfolges dient. Hierzu zählt insbesondere die Anbahnung oder Vertiefung von Geschäftsbeziehungen zu Dritten, Verknüpfung mit weiteren Leistungen des Ausrichters und/oder Durchführenden der Taxifahrten, Firmenincentives (intern, extern), Gewinnspiele sowie das Versteigern von Mitfahrgelegenheiten über Internetauktionshäuser wie „eBay“ und das Anbieten solcher Fahrten über Internetseiten, Zeitungsanzeigen etc.
- Ein Verstoß gegen Abs. 1 zieht ein sofortiges Hausverbot nach sich.

### § 6 – LÄRM / UMWELT

- Jegliche Schädigung der Umwelt ist unverzüglich dem Streckenmanagement zu melden.
- Fahrzeuge, die die im Fahrzeugschein eingetragenen Lärmgrenzwerte bezüglich der Stand- und Fahrgeräusche nicht einhalten, sind vom Befahren des Nürburgrings ausgeschlossen. Außerdem dürfen der Lärmgrenzwert gemäß Nahfeldmessmethode (95 dB(A)) sowie der von der NG festgelegte maximale Schalleistungspegel (130 dB(A), gemessen bei der Vorbeifahrt) nicht überschritten werden. Die NG führt an der Strecke Schallmessungen durch und behält sich vor, Fahrzeuge, die die vorgenannten Lärmgrenzwerte überschreiten, von den Touristenfahrten auszuschließen, auch dann, wenn die Lärmgrenzwerte, die im Fahrzeugschein eingetragen sind, eingehalten werden. Ausgeschlossen werden ebenfalls Fahrzeuge mit defekter oder unzulässig veränderter Auspuffanlage.
- Ersatzansprüche oder Ansprüche auf Rückzahlung der Fahrgebühren bestehen bei einem gem. Abs. 2 ausgesprochenen Fahrverbot nicht.

### § 7 – SONSTIGES

- Das Befahren der Steilstrecke, der Rettungs- und der Versorgungsstraßen ist verboten.
- Den Weisungen des Personals der NG ist unbedingt Folge zu leisten.
- Foto-, Film- und Videoaufnahmen während der laufenden Touristenfahrten sind grundsätzlich verboten. Ausnahmen von dieser Regelung bedürfen der ausdrücklichen Genehmigung durch die NG. Inhaber von Fahrerlaubnissen gemäß § 1, die selbst während des Befahrens des Nürburgrings nicht von Dritten (auch kommerziellen Fotografen) fotografiert oder gefilmt werden wollen, haben vor Auffahrt auf den Nürburgring im Seitenbereich der Front- und Heckscheibe durch Anbringen von Hinweiszeichen zu dokumentieren, dass diese solchen Foto- oder Filmaufnahmen widersprechen. Die entsprechenden Hinweiszeichen erhalten Sie im Ticketcontainer an der Nordschleifen-Zufahrt Meuspath und am „Imbiss zur Nordschleife“ in Breidscheid.
- Jegliche Art der gewerblichen Nutzung der Touristenfahrten bedarf der ausdrücklichen Genehmigung durch die NG. Fahrertrainings oder Einweisungsfahrten durch dritte Anbieter oder Privatpersonen sind während der Touristenfahrten grundsätzlich verboten. Dieses Verbot bezieht sich auch auf Fahrschulen.
- Einweisungsfahrten (Guidefahrten) jeglicher Art paarweise oder in Kolonne als auch Lehrgangsformate sind verboten. Zuwiderhandlungen werden mit einem Fahrverbot für die entsprechenden Fahrer geahndet. Ersatzansprüche oder Ansprüche auf Rückzahlung der Fahrgebühren bestehen im Falle eines solchen Fahrverbotes nicht.
- Schulungsfahrten, die der Erhöhung der Sicherheit bei den Touristenfahrten dienen, bedürfen der ausdrücklichen Genehmigung der NG.
- Im Falle eines Verlustes der Saisonkarte, ist dieser binnen 48 Stunden der NG zwecks Ausstellung einer Ersatzkarte zu melden. Sollte nicht binnen 48 Stunden ab Feststellung des Verlustes eine entsprechende Meldung bei der NG eingehen, wird keine Ersatzkarte zur Verfügung gestellt. Bei rechtzeitiger Verlustmeldung gibt die NG eine Ersatzkarte aus. Hierfür wird eine Bearbeitungsgebühr fällig.
- Die NG behält sich vor, stichprobenartig die Identität des Saisonkartenbenutzers sowie aller registrierten Nutzer zu überprüfen. Im Falle des Missbrauchs der Saisonkarte oder registrierten Karte (z.B. Übertragung) wird das Konto des Nutzers ohne Erstattung des Kaufwertes gesperrt. Weiterhin behält es sich die NG vor, den jeweiligen Personen ein Fahrverbot zu erteilen und den Missbrauch anzuzeigen.
- Die NG führt in Zusammenarbeit mit einem Sachverständigen technische Kontrollen an der Zufahrt durch. Fahrzeuge, die dabei Mängel aufweisen bzw. eine Gefährdung für andere Nutzer darstellen, werden von den Touristenfahrten ausgeschlossen. Ersatzansprüche können hieraus nicht gestellt werden.
- Die Strecke kann jederzeit aus nicht vorhersehbaren Gründen (z.B. Unfall, Witterung, Streckenbeschaffenheit etc.) sofort gesperrt werden. Ersatzansprüche können daraus nicht gestellt werden.
- Die Datenschutzhinweise des NG finden Sie unter [www.nuerburgring.de/datenschutz](http://www.nuerburgring.de/datenschutz).

### § 8 – SANKTIONEN

- Für schuldhaft Verstöße des Nutzers gegen dessen in § 1 Abs.1, § 2, § 3, § 5 sowie § 7 Abs. 1, 2, 3, 5 und 6 festgelegten Verpflichtungen wird zwischen dem Benutzer und der NG eine Vertragsstrafe in Höhe von € 250 (in Worten: Euro zweihundertfünfzig) für jeden Verstoß zu Gunsten der NG vereinbart. Durch die Vertragsstrafe wird die Geltendmachung eines Schadensersatzanspruches neben der Vertragsstrafe ausdrücklich nicht ausgeschlossen.
- Die NG behält sich das Recht vor, bei erheblichen schuldhaften Verstößen gegen diese allgemeinen Bedingungen für das Befahren des Nürburgrings dem Benutzer Fahrverbot zu erteilen. Art und Umfang des Fahrverbots für die verschiedenen Verstöße können bei der NG erfragt werden.

#### Auszug aus der StVO § 3 Abs. 1

„Der Fahrzeugführer darf nur so schnell fahren, dass er sein Fahrzeug ständig beherrscht. Er hat seine Geschwindigkeit insbesondere den Straßen-, Verkehrs-, Sicht- und Wetterverhältnissen sowie seinen persönlichen Fähigkeiten und den Eigenschaften von Fahrzeug und Ladung anzupassen.“...

# DRIVING REGULATIONS

## FOR DRIVING ON THE NÜRBURGRING



The Nürburgring (Nordschleife and/or Grand Prix track) is made available for touristic rides (tourist rides) on days when it is not being used for racing events or testing. The German Road Traffic Regulations (StVO) shall apply to such rides, unless specified otherwise below.

### § 1 – DRIVING LICENCE

- 1) Only motor vehicles which comply with the German Road Vehicle Registration Regulation (StVZO) shall be allowed to drive on the Nürburgring. Excluded from the tourist rides are vehicles which, due to their design or because of their technical condition, have a minimum speed slower than 60 km/h, vehicles with a gross vehicle weight of more than 2.8 t, with full bucket seats (driver and passenger), with modified or non-standard removable steering wheels, with HANS (head and neck support) systems, with unpadded cages, with additional front- or rear-mounted fittings such as spoilers and aerodynamic components that protrude beyond the car's original width and height or have sharp edges, with transit plates (red numbers), temporary number plates (O3 and O4 numbers) and vintage car transferable number plates (O7 numbers). Also excluded are quads, trikes and karts.
- 2) Each vehicle driver must be in possession of a valid ticket issued by Nürburgring 1927 GmbH & Co. KG (hereinafter referred to as "NG") and a valid driving licence. Persons who hold a driving licence under the "accompanied driving from the age of 17 (BF17)" programme in accordance with § 48a of the regulation on granting persons permission to drive on the road shall be excluded from participation in the tourist rides. Drivers must carry their driving licence and the vehicle registration papers.
- 3) Drivers of vehicles which are not registered in Germany must carry proof of insurance.
- 4) Driving on the Nordschleife using a season ticket shall be permitted only in combination with valid ID.
- 5) The validity of the season ticket is limited to the duration of the season. A season ends on 31 December of the respective year at the latest. The season ticket is personalised and therefore not transferable, including for use in individual cases. Season tickets cannot be returned and no refund will be made, neither in full nor in part. The general right of withdrawal shall be excluded if the season ticket has demonstrably already been used in the respective season.
- 6) NG reserves the right to exclude vehicles with visibly recognisable defects from the tourist rides. No claims for compensation may be derived from such exclusions.

### § 2 – USE OF THE NÜRBURGRING

- 1) The Nürburgring may only be entered and exited via the points which have been set up for this purpose and are marked accordingly.
- 2) The Nürburgring is a one-way street and is marked as such. Vehicles must drive in a clockwise direction.
- 3) Vehicles must use the roadway. They must drive on the right-hand side. Overtaking is only allowed on the left. Drifting is not permitted.
- 4) The entire Nürburgring, including the hard shoulders, is an absolute no-stopping zone. Vehicles with technical defects are exempted from this rule. Turning and reversing is also banned on the Nürburgring.
- 5) If a vehicle is no longer fully roadworthy due to a technical defect, or if it is leaking operating fluids, the driver is obliged to immediately park the vehicle in a safe position on the hard shoulder or in another suitable spot. The incident is to be promptly reported to the track management (phone: +49 (0) 800 0302 112). The driver and all passengers are obliged to immediately get to safety behind the guardrails. If necessary, following traffic is to be warned from a safe position using hand signals or other suitable measures. Furthermore, the vehicle must be removed from the track by the towing service authorised by Nürburgring as instructed by the track management. The resulting costs shall be borne by the driver of the vehicle. Private towing is not permitted.
- 6) The use of snow chains or spiked tyres is not permitted. It is also not permitted to use racing tyres (e.g. slicks). No winter road clearance services are provided.
- 7) Motorcyclists must wear complete protective clothing.
- 8) Car drivers and passengers must wear seat belts. This also applies to persons in the rear seats. Children must be secured in appropriate child restraint systems.
- 9) There is an absolute overtaking ban in the vicinity of accident sites and other dangerous areas. Such sections must be navigated at appropriate speed, no faster than 50 km/h. Signals from the deployed track safety staff or the intervention vehicles must be observed at all times. Failure to observe these rules will result in driving bans.
- 10) Track closures due to accidents etc. are indicated by red signal lights. In this case, no car may go on the Nürburgring.
- 11) The posted safety rules and instructions must be observed at all times.
- 12) Any commercial use of access roads, fences or other NG facilities is prohibited. No tents may be set up. Putting up advertising banners, distributing flyers etc. is only permitted if expressly permitted by NG.
- 13) No timekeeping whatsoever is permitted during tourist rides. This also applies to so-called BTG lap times. All kinds of timekeeping devices are to be switched off before starting a lap. In the event of non-compliance, NG staff is entitled to stop drivers from starting their lap or to issue a general driving ban. The tourist rides do not serve the purpose of achieving top speeds as a matter of principle.

### § 3 – SPEED

- 1) On the Nürburgring the basic rules on driving speeds in accordance with §3(1)StVO must be observed (see StVO excerpt below).
- 2) Motor vehicle races are banned in accordance with §29(1) StVO. This explicitly also includes attempts by individual vehicles to achieve speed records.
- 3) All users of the Nürburgring must strictly observe the speed limits on the track.
- 4) Vehicles must slow down in the sections of the Nürburgring that are marked "roadworks". The specified speed limits are mandatory.

### § 4 – LIABILITY AND DAMAGE

- 1) Driving on the Nürburgring is not subject to any liability on the part of NG and persons appointed by it. This particularly applies to damage suffered by the user due to violations of the obligations stated in §§ 2 and 3 committed by the user themselves. This exclusion shall not apply to damage to life or limb or impairment of health caused by intentional or negligent breach of duty – including by a legal representative or vicarious agent of the group of persons released from liability – and also not to damage caused by intentional or grossly negligent breach of duty - including by a legal representative or vicarious agent of the group of persons released from liability.

- 2) Accidents and technical defects as well as damage to the track, the hard shoulders, the fences, the guardrails and other facilities of the Nürburgring must immediately be reported to the personnel of NG. Violations will be reported to the police as hit and run offences. The damage incurred shall be noted in a damage report which has to be signed by the person who caused the damage. The cost of repairing the damage, including the deployment of marshals and/or intervention vehicles, shall be borne by the person who caused the damage. Upon request, the hourly rates for staff and/or vehicle deployment charged to persons causing accidents, dirtying the track etc. can be seen at the track management. The assertion of higher damage in individual cases shall not be excluded by this regulation. This provision also applies to deployments which are not due to accidents but caused by a technical defect of a vehicle or by spilled operating fluids.
- 3) NG shall be entitled to demand an adequate advance cash payment for any damage caused by the user in accordance with the provisions outlined above in subsection 2.

### § 5 – TAXI RIDES

- 1) Operating commercial taxi rides, whether for a fee or free of charge, is forbidden within the framework of tourist rides without authorisation by NG. A commercial taxi ride means every type of transportation of third parties, whether for a fee or free of charge, which serves to achieve or initiate a direct or indirect profit and/or service provision. In particular, this includes the initiation or deepening of business relationships with third persons, links with other services of the person performing and/or operating the taxi rides, company incentives (internal, external), raffles as well as the auctioning off of rides via online auction sites, such as "eBay", and the offering of such rides via websites, newspaper advertisements, etc.
- 2) Persons violating subsection 1 will be banned from the premises immediately.

### § 6 – NOISE / ENVIRONMENT

- 1) Any type of environmental damage must be immediately reported to track management.
- 2) Vehicles which do not comply with the noise limits specified in the vehicle registration papers with regard to noise emissions when driving and standing shall be banned from driving on the Nürburgring. Furthermore, the noise limit must not exceed the level in accordance with the near field measurement method (95 dB [A]) and the maximum sound-power level (130 dB [A]) stipulated by NG, measured when the vehicle is driving past. NG measures noise levels along the track and reserves the right to exclude vehicles from the tourist rides if they exceed the aforementioned noise limits, even if their noise limits do not exceed those stipulated in the vehicle registration papers. Vehicles with defective or illegally modified exhaust systems shall also be banned.
- 3) Drivers shall not be entitled to claims for compensation or refund of driving fees because of a ban imposed based on subsection 2.

### § 7 – MISCELLANEOUS

- 1) Drivers are not permitted to use the "Steilstrecke" section or the rescue and supply roads.
- 2) The instructions of NG staff must be followed at all times.
- 3) Photographs, filming and video recordings are banned during ongoing tourist rides as a matter of principle. Exceptions from this rule shall require the explicit approval of NG. Holders of driving licences according to §1 who do not want to be photographed or filmed by third parties (including commercial photographers) while driving on the Nürburgring are required to put a marker on the sides of their front and rear windows before going on the track, thus signalling that they object to such photo- and video recordings. The corresponding markers are available at the ticket container at the Nordschleifen-entrance Meuspath and the "Imbiss zur Nordschleife" in Breidscheid.
- 4) All kinds of commercial use of the tourist rides shall require the explicit approval of NG. Driver training sessions or driving instructions conducted by third parties or private persons are forbidden during tourist rides as a matter of principle. This ban also applies to driving schools.
- 5) All types of guided drives, with vehicles travelling in pairs or in convoys, as well as all kinds of training formats, are forbidden. Violations shall be punished by imposing a ban on the respective driver. Users shall not be entitled to compensation or a refund of driving fees in case of such a driving ban.
- 6) Drives for training purposes to increase safety during tourist rides shall require the explicit authorisation of NG.
- 7) In the event of a loss of a season ticket, this must be reported to NG within 48 hours, so that a replacement card can be issued. If NG is not notified within 48 hours after ascertaining that a card has been lost, no replacement card shall be provided. If the loss is reported in good time, NG shall provide a replacement card. A processing fee will be charged.
- 8) NG reserves the right to conduct random checks to verify the identity of registered users and drivers using season tickets. In case of misuse of the season ticket or registered ticket (e.g. through transfer), the account of the respective user shall be disabled without refund of the purchase price. NG also reserves the right to impose driving bans on the respective persons and to report the misuse to the police.
- 9) NG conducts technical inspections at the track access point in cooperation with a certified expert. Vehicles which have defects or represent a danger to other users of the track shall be banned from participating in the tourist rides. No claims for compensation shall be derived from such bans.
- 10) The track may be closed down without notice due to unforeseen circumstances (accident, weather, state of track etc.). No claims for compensation shall be derived from such track closures.
- 11) The privacy policy of NG can be found here: [www.nuerburgring.de/datenschutz](http://www.nuerburgring.de/datenschutz)

### § 8 – SANCTIONS

- 1) A contractual penalty of € 250 (in words: two hundred and fifty euros) to the benefit of NG shall be agreed between the user and NG for every culpable violation by the user of their obligations set out in § 1 subsection, § 2, § 3, § 5 as well as § 7 subsection 1, 2, 3, 5 and 6. Imposing such a contractual penalty explicitly does not exclude the assertion of claims for damages in addition to the contractual penalty.
- 2) NG reserves the right to impose a driving ban on track users for serious culpable violations of these general terms and conditions for driving on the Nürburgring. Information on the nature and extent of driving bans imposed for various types of violations can be obtained from NG.

#### Excerpt from § 3(1)StVO

"The driver of a vehicle may only drive at speeds at which they are capable of controlling the vehicle at all times. In particular, the driver must adapt their speed to the road-, traffic-, visibility- and weather conditions as well as their personal driving skills and the characteristics of the vehicle and its load."...



# **OPERATIONAL REGULATIONS LICENSEES 2021-2023**

## ***Access regulations***

- › It is ensured that the licensees have access to the licence container during the opening hours of the Nordschleife office. Access for participants of co-pilot rides is regulated separately (see below). If access is required outside opening hours, the licensees will be provided with a key to the gate on a temporary basis at the start/finish building (+49 (0) 2691 – 302 4217).
- › It is only in exceptional circumstances that access for licensees cannot be granted. The licensees will be informed about such circumstances via e-mail in a timely manner.
- › Participants of co-pilot rides can usually reach the container by foot as of 4 p.m. Otherwise, the licensees will be informed promptly via e-mail.
- › The vehicles of the licensees are permitted access starting 15 minutes prior to the start of tourist ride sessions.

## ***Parking***

- › NG provides the licensees with 2 parking spaces. Parking is permitted only in the designated areas. The parking spaces will be drawn together with the container spaces.
- › If the predefined parking spaces are not accessible due to a temporary renting arrangement, alternative spaces will be made available. Advance information about such circumstances will be provided via e-mail.

## ***Replacement car***

- › In case one of the regular cars cannot be used at short notice due to technical failure and the replacement car has to be used instead, the licensee is obliged to inform NG staff on site about the exchange prior to the rides.
- › If one of the regular cars is unfit for use for a longer period of time, the licensee is obliged to inform the staff on site as well as the responsible sales staff. If necessary, the contract will be adjusted accordingly.
- › In order to ensure transparency, NG provides the licensees with marking stickers which are to be used to mark the vehicles as registered.

## ***Car exchange***

- › The vehicles must be named by the beginning of the relevant season. An exchange of the regular cars or the replacement car may be made a maximum of once a year. This exchange must be communicated with a lead time of at least one week and connected to the presentation of the proof of insurance. The licensee then receives a side letter to the license agreement.

## ***Lap timing***

- › According to the contract the use of lap times to promote co-pilot rides is not allowed.



# **OPERATIONAL REGULATIONS LICENSEES 2021-2023**

## ***Advertising on Nürburgring area***

- > Advertising for the co-pilot rides at the Nürburgring for example flyer on cars, additional beach flags, displays and A-boards on areas not approved by NG are not permitted.

## ***Refueling***

- > Refueling the vehicles on the premises of Nürburgring is not permitted.

## ***GP track***

- > The contracted licence is only valid for the tourist rides on Nürburgring Nordschleife. The GP track is excluded.

## ***Container and parking area***

- > The allocation of the parking and container area will be done by lottery after all licensees have signed the contract. The results of the draw are valid for the period 2021-2023.
- > In addition, we would like to point out that the space allocation in the container and its limitation is binding. The places allocated after the draw may not be exceeded. It must be guaranteed at any time that the view to other licence owners is not restricted (e.g. by signage or similar).

## ***Hygiene concept***

- > Due to the current pandemic, the licence owner is permitted to operate co-pilot rides without exception in accordance with the current valid regulation and the valid hygiene concepts.

## ***Suggestions / complaint management***

- > In order for us to be able to promptly address complaints, please inform NG staff on site immediately.
- > We kindly ask for fair cooperation - among the licensees as well as in working with Nürburgring staff - so that our guests enjoy the highest possible degree of satisfaction.