



Team Name: \_\_\_\_\_

Car Number(s): \_\_\_\_\_

**ARCA Menards Series  
ARCA Menards Series East / ARCA Menards Series West  
2026 Driver and Car Owner Agreement**

In order to participate in the 2026 ARCA Menards Series, ARCA Menards Series East, and ARCA Menards Series West (collectively the "Series" unless otherwise expressly stated) and (a) become eligible to share in the Point Fund, Year End Awards and Per Race (as referenced in the most current version of the ARCA Rule Book and Race Event & Year End Awards Guide) that are contributed by Menards, General Tire, Procter & Gamble, Richmond, Reese's, Sioux Chief, Sunoco and other Series sponsors ("Sponsor(s)") and the Automobile Racing Club of America, LLC ("ARCA") (collectively, the "Series Contest Awards") and (b) the awards distributed in connection with the 2026 Series, each of the undersigned hereby agrees to the following, effective upon full execution below for the period of January 1, 2026 until December 31, 2026 ("Season"):

**1 ARCA MEMBERSHIP AND ENTRY BLANK FORMS.** I agree to submit a 2026 ARCA Membership and License Application form, a fully executed Official Entry Blank coupon for each 2026 Series Event (each an "Event" as defined by the ARCA Rule Book) that I decide to enter, and any other documents or forms required by ARCA for participation in the 2026 Series, and to abide by the ARCA Rule Book as it may be amended from time to time. I agree that I am not an employee of ARCA or its affiliates.

**2 ADVERTISING AND PROMOTION RELEASE.** Driver and Car Owner each acknowledge and agree that ARCA Sponsors, each track promoter hosting a 2026 Series Event at its facility ("Promoter"), each television broadcast partner with rights to broadcast a 2026 Series Event or any portion thereof ("Broadcast Partner"), and the duly authorized subsidiaries and affiliated companies of each (collectively the "ARCA Recipients"), may use and exploit on a non-exclusive basis, the name, likeness and performance, in and out of uniform, including photographs, images and sounds of Driver and/or Car Owner, any crew members, and/or any vehicle(s) in which Driver competes in ARCA-sanctioned Events, in any medium (including, but not limited to, print, broadcasts by and through television, cable television, radio, pay-per-view, closed-circuit television, satellite signal, digital signal, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by ARCA, and sales and other commercial projects) for promoting, advertising, or reporting any Series Event or the Series, or any related telecast or programming, before, during and after such Event or Series, and Driver and Car Owner each hereby grant to each ARCA Recipient, in perpetuity, all rights thereto for such purposes.

**3 COLLECTIVE USE.** Any race action image that depict(s) three (3) or more race vehicles and/or drivers and/or crew members at an ARCA Event may be used in any medium by team(s), driver(s), sponsor(s), licensee(s), track(s), and ARCA and its affiliates for advertising, marketing and promotional purposes of the parties' involvement in the sport even though it may include my likeness, provided that no implied or express personal endorsement is created by any such use.

**4 BROADCAST AND OTHER RIGHTS.** Driver and Car Owner acknowledge and agree that ARCA exclusively and in perpetuity owns any and all rights to broadcast, transmit, film, tape, capture, overhear, photograph, collect or record by any means, process, medium or device (including, but not limited to, television, cable television, radio, pay-per-view, closed-circuit television, satellite signal,

digital signal, film productions, audiotape productions, transmission over the Internet, public and private online services authorized by ARCA, and sales and other commercial projects), whether or not currently in existence, all film, audio, video, and/or photographic images, sounds and data (including but not limited to in-car audio, in-car video, in-car radio, other electronic transmissions between cars and crews, and timing and scoring information) arising from or during any ARCA Event (“Work” or “Works”), and that ARCA is and shall be the sole owner of any and all intellectual property rights (including, but not limited to, patents, copyrights, trademarks, design rights, and other proprietary rights) worldwide in and to these Works, copyrightable or otherwise, created from the images, sounds and data arising from or during any ARCA Event. In addition, to the extent not already owned by ARCA, Driver and Car Owner hereby assign to ARCA exclusively and in perpetuity any and all rights set forth above. Driver and Car Owner represent and warrant that as of the date of this Agreement, Driver or Car Owner have not granted to any third party the rights described herein. Driver and Car Owner agree to take all steps reasonably necessary, and all steps requested by ARCA, to protect, perfect or effectuate ARCA’s ownership or other interest in these rights. Driver and Car Owner agree not to take any action, nor cause others to take any action, nor enter into any third-party agreement, which would contravene, diminish, encroach, or infringe upon these ARCA rights. Driver and Car Owner agree to allow any and all equipment relating to audio and video transmissions, as well as timing and scoring information, including, but not limited to, size, location, weight, and use thereof as determined by ARCA, in or on the Car Owner’s racing car for each Event, or a weighted device equal to the size, weight and location of part or all of such equipment in the Car Owner’s racing car if not selected to run part or all of such equipment, as determined by ARCA.

**5 DISPLAY OF ARCA, ARCA MENARDS SERIES, MENARDS, REESE’S, GENERAL TIRE, SIOUX CHIEF, BOUNTY, RICHMOND, SUNOCO LOGOS.** I will cause, as shown in the most current version of the Race Event & Year End Awards Guide or as modified by ARCA, at every Event for every team competing in the Series that I own and/or as to which I am a member:

- (a) **The ARCA Logo:** The 2026 ARCA logo to be displayed on the uppermost and outer left sleeve of the Driver’s uniforms and Driver’s suit and best efforts used to also display on the uppermost and outer left sleeve of the crew member’s uniforms or as specified by ARCA, and on the race car of every such team, as directed by ARCA.
- (b) **The Menards Windshield Decal:** The Menards windshield decal as supplied by ARCA to be displayed on the race car centered on the top of the windshield.
- (c) **The ARCA Menards Series Logo:** The 2026 ARCA Menards Series logo as supplied by ARCA to be displayed on the uppermost right-hand or left-hand chest of the Driver’s uniforms and Driver’s suit and best efforts used to also display on the uppermost right-hand or left-hand chest of the crew member’s uniforms of every such team or as specified by ARCA, and the ARCA Menards Series decal to be displayed on the race car of such team(s) immediately below each door window, as directed by ARCA. ARCA provided Series hauler decals must be placed on both sides of transporter. ARCA Menards Series flags must be flown from top of transporter.
- (d) **The General Tire Logo:** The General Tire logo as supplied by ARCA, to be displayed on the top half front-facing torso on all Driver’s uniforms and Driver’s suit, both epaulets or top of shoulders and best efforts used to also display on the top half front-facing torso of the crew member’s uniforms of every such team, and the General Tire logo as supplied by ARCA, to be displayed on each front fender, on the rear spoiler and on the forward-facing nosepiece of the racing car as directed by ARCA.

(e) **The Sunoco Logo:** The Sunoco logo as supplied by ARCA, to be displayed on the upper chest or outer sleeve above the elbow of the Driver's uniforms and Driver's suit and best efforts used to also display on the upper chest or outer sleeve above the elbow of the crew member's uniforms, and Sunoco decals to be displayed on each side of the front fender of the race car adjacent the front wheel well, and on all fuel, filler cans of every such team as directed by ARCA at every Event.

(f) **The Bounty, Sioux Chief, Richmond, Reese's, and Menards (Spoiler Location) Logo:** Each to be displayed as directed by ARCA and as supplied by ARCA on race car and/or Driver uniform. Refer to the most current version of the Awards Guide.

**6 EVENT APPEARANCES.** Driver agrees to attend and participate in all driver/fan interactive and/or promotional activities occurring during Series Events, as directed by ARCA, including, but not limited to, autograph sessions, driver introductions, and press conferences.

**7 PROMOTIONAL APPEARANCES.** ARCA may require attendance / participation in year-end awards activities for point fund eligibility. Driver also will participate in a minimum of one (1) media appearance to promote the ARCA Menards Series, ARCA Menards Series East and/or ARCA Menards Series West, whichever is applicable to Driver. In addition, Driver agrees to attend a minimum of one (1) creative production (i.e., still-photo, radio, or television shoot) to promote the ARCA Menards Series, ARCA Menards Series East and/or ARCA Menards Series West, whichever is applicable, and one (1) ARCA-hosted Series function during the Season, if scheduled by ARCA. Schedule of such appearances will be mutually agreed upon between ARCA, Sponsor and Driver/Car Owner.

**8 ARCA'S ADVERTISING POLICY.** I will abide by the provisions in the ARCA Rule Book, particularly regarding advertising and related restrictions, including, but not limited to, Section(s) relating to "Decals and Advertising." I understand and agree that ARCA may refuse to permit, or it may restrict or assign the size or placement of decals, identification, and advertising of any kind on the Car Owner's racing car, or the Driver's or a crew member's uniform, for any reason. I agree to accept ARCA's determination in this regard, and that all such determinations are subject to the ARCA Rule Book and are final and non-litigable.

**9 VICTORY LANE OBLIGATIONS.** The winning Driver and Car Owner (if available) of a 2026 Series Event agrees to permit the display on the Car Owner's racing car in victory lane, as designated by ARCA, one item from Sponsor, one item from a third party company in ARCA's sole discretion, one item from the Event Sponsor and one item from the team's Primary Sponsor, subject at all times to the ARCA Rule Book and the Category exclusivity provisions herein, all as determined by ARCA in its sole discretion, including size, location and weight of such item(s). I understand that the winning team will be required to take a photograph with the Event Sponsor(s) and their guests. I also understand that I am required to participate in interviews in Victory Lane and the media center, as described below. Victory Lane ceremonies will conclude once all Sponsor photos, individual photos and Media requirements in victory lane have been completed and the designated ARCA Official releases me.

**10 POST-RACE MEDIA OBLIGATIONS.** Drivers and Car Owners shall have the following media obligations:

(a) Immediately following the race conclusion, the winning Car Owner (if available) and Driver shall proceed to Victory Lane for post-race interviews. When Victory Lane ceremonies are concluded, the winning Driver must report to the media center for post-race interviews unless otherwise directed by ARCA Officials. Drivers of the capture cars, and any others designated by ARCA, shall stop on pit road or other area designated by ARCA for media interviews. After the completion of any pit road interviews, Drivers of the 2<sup>nd</sup> and 3<sup>rd</sup> place cars, and any others designated by ARCA, shall proceed to the media

center, unless otherwise directed by ARCA.

- (b) At each event, the General Tire “Pole Award” winner will go to the ARCA Hauler immediately following the conclusion of qualifying, unless otherwise directed by ARCA.

**11. AMOUNT AND DISTRIBUTION OF AWARDS.** All decisions regarding the eligibility of Drivers and Car Owners to compete for the Series Contest Awards and the awards distributed in connection with the 2026 Series and the persons to whom such awards shall be distributed shall be made solely by ARCA. Any Series Contest Award won by a Driver shall be paid by ARCA or its affiliates to the Driver’s Car Owner. If any funds to be received by ARCA from either a Sponsor, the Broadcast Partner or track sanction fees are delayed or reduced in whole or in part, then such portion of the Series Contest Award or other awards or prize money may be correspondingly reduced or delayed upon written notice to Car Owner, but only to the extent of the delay or reduction. The Car Owner, and not ARCA, shall be solely responsible for the distribution of such Series Contest Awards to the Driver, and the sole recourse of the Driver shall be against the Car Owner. ARCA or its affiliates shall not be responsible for the filing and/or payment of any and all federal, state, local and foreign taxes associated with prize, point fund, special awards and contingency winnings, which shall remain the sole responsibility of the Driver and/or Car Owner. The Driver and Car Owner agree to abide by all decisions of ARCA with respect to the distribution of these awards. Without limiting the foregoing, I understand that:

(a) **AB PLAN PRIZE MONEY**

ARCA Menards Series Plan prize money will be paid to Car Owners upon entering and competing in the 2026 Series Events on the following conditions: “A Plan” or “Golden A Plan” prize money to each Car Owner entering and competing in 100% of the previous season’s Series Events. “B Plan” prize money to each Car Owner entering and competing in at least 50% but less than 100% of the previous season’s Series Events. AB Plan Prize Money may be increased at designated tracks. Eligibility for 2026 season AB Plan prize money based on being preregistered, present and accounted for at race events by minimum of one of the following: Driver/Owner/Car & Rig, as established.

(b) **BONUS PLAN**

ARCA Menards Series East and West Bonus Plan prize money will be paid to the top 15 eligible Car Owners upon entering and competing in the 2026 ARCA Menards Series East or ARCA Menards Series West Events. Eligible Car Owners are those who are ranked in the top 30 in their respective Car Owners’ points (first three races previous season, current after that). Car Owner must be preregistered, attempt to qualify, and attempt to compete in the race. Determination of what constitutes such attempts shall be at the discretion of Series Director.

- (c) Each Contest Award amount is the aggregate amount won collectively by the Driver and Car Owner finishing in the designated position. Contest Awards (per race) will be distributed at the conclusion of each completed race event in the amounts for the positions as designated in the Official Entry Blank for each Event and the 2026 Race Event & Year End Awards Guide.

- (d) The Series Contest Awards (Year End) amount is the aggregate amount won collectively by the Driver and Car Owner finishing in the designated position. Positions will be determined by the 2026 Series Championship Car Owner points earned. In the event of a tie for a position, the positions will be determined using the ARCA Rule Book. Point fund and end of year awards are paid based on the accumulation of points for the entire race season in accordance with the ARCA Rule Book.

- e) If the number of Series Events in 2026 is substantially reduced for any reason whatsoever, Sponsor and ARCA have the option by mutual agreement to reduce and prorate the Series Contest Awards to be paid by dividing the number of Series Events actually run by the number of Series Events scheduled to be run.
- f) The Series Contest Awards are subject to all restrictions, terms and conditions set forth in this Agreement and in any Agreement between Sponsor and ARCA regarding such awards. Failure to abide by any such restrictions, terms or conditions may result in my being declared ineligible for such awards.
- g) The Series Contest, Overall Championship (Point Fund) Awards will be distributed at the conclusion of the season with date and location to be announced in a timely manner, as determined by ARCA, in the amounts for the positions as designated in the ARCA Rule Book, ARCA Series 2026 Race Event & Year End Awards Guide and on the Official Entry Blank for each Event.
- h) If there is a delay or reduction, in whole or in part, to the manufacturers' prize money, then the portion not received or delayed to ARCA may be correspondingly delayed or reduced to the eligible Driver and Car Owner.
- i) Any outstanding financial obligations to ARCA (fine, debt, etc.) may be withheld.

**12 UNDERTAKING TO PROVIDE AGREEMENT AND ARCA RULE BOOK TO ALL DRIVER AND TEAM SPONSORS.** Car Owner covenants that it will provide access to, and/or a copy of the 2026 ARCA Rule Book and use good faith efforts to put any, and all team Sponsors on notice of all the provisions herein no more than five (5) business days from the execution of this Agreement.

**13 SUBSTANCE ABUSE POLICY.** Driver and Car Owner understand and agree to abide by the ARCA Substance Abuse Policy (the "Policy") as set forth in the ARCA Rule Book.

**14 TESTING LIMITATIONS.** Driver and Car Owner understand and agree to abide by the 2026 ARCA Testing Policy and any updates/revisions.

**15 PERSONAL INJURY AND PROPERTY DAMAGE RELEASE.** Driver and Car Owner each hereby release and waive any and all claims pursuant to the RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT in his/her ARCA Membership and License Application.

- a) Driver certifies that, should there be any changes in his/her health status, information, or medications, he/she will inform the Medical Liaison Department in writing of such change(s) as soon as possible; notification must be made prior to any on-track activity and in no event longer than three (3) calendar days of my discovery of such change(s). Changes to his/her health status may include but are not limited to illness and / or injuries sustained during or outside of racing activity, diabetes, testosterone deficiency, pregnancy, hypertension, attention deficit / hyperactivity disorder or other acute or chronic conditions requiring medication, treatment, therapy, rehabilitation, or recurring review by medical specialists to obtain clearance to participate in motor vehicle racing activity.

**16 E-SIGNATURE AUTHORIZATION.** I hereby authorize the Driver, or, the Car Owner, identified on the signature lines below, to execute on my behalf the series entry application coupons and entry forms. I understand and agree that some of these forms are found and will be executed electronically via ARCA's websites. I hereby agree to protect and keep confidential all user information and use it only as authorized in this paragraph.

**17. INDEMNIFICATION AND ATTORNEY'S FEES.** Driver and Car Owner agree that it is solely responsible for, and will defend, indemnify and hold harmless ARCA, and affiliates, and each of their respective shareholders, directors, officers, agents, and employees from any third party causes of action or damages, attorney's fees costs, losses, expenses, claims, demands, or liabilities, arising out of or in any way related to Car Owner's and/or Driver's breach of any of its obligations pursuant to this Agreement.

**18. NONDISCLOSURE.** Driver and Car Owner agree to keep confidential any and all communication identified as such and pertaining to, but not limited to, future event venues, policies and contemplated procedure changes.

**19. NO THIRD-PARTY BENEFICIARY.** The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity other than any person or entity entitled to indemnification under Section 17 above.

**20. GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws in the State of Florida applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principals thereof. ARCA, Driver and Car Owner each knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the Circuit Court of the Seventh Judicial Circuit, in and for Volusia County, Florida for state court claims, or the U.S. District Court, Middle District of Florida, Orlando Division for issues of diversity, or federal question. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing and submit themselves thereto without. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or object to venue with respect to any proceeding brought in accordance with this paragraph and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement,

**21. RULE BOOK INTERPRETATION.** If there is a disagreement or dispute regarding the application, interpretation or enforcement of this Agreement or the ARCA Rule Book referenced herein, all such disagreements and disputes will be resolved by ARCA, in its sole discretion as a sanctioning body of stock car auto racing. Driver and/or Car Owner must exhaust all available administrative remedies prior to seeking judicial review over the disagreement or dispute of an application of this Agreement.

(Signature page attached)

