

NOISE PROTECTION PROVISIONS

Annex 6

(Last updated: 10.11.2023)



When designing the event programme, the Lessee is obliged to comply with the provisions of the valid Nürburgring operating licence, especially with regard to noise protection regulations. When planning the event time schedule, the Lessee undertakes to include sufficient time reserves for accidents and bad weather to ensure that the operating times specified in the operating licence are not exceeded.

I. GENERAL

The following noise protection provisions refer to cooperation between the Lessee and Nürburgring 1927 GmbH & Co. KG for the purpose of compliance with the official noise protection regulations pursuant to the Nürburgring operating licence. In order to permit an estimate of the anticipated noise emissions and immissions resulting from the event, the Lessee is obliged to complete the attached Noise Record Sheet attached as Annex 8, which forms an integral part of the lease.

The operation and any related lease of the tracks and facilities by Nürburgring 1927 GmbH & Co. KG is permissible only subject to observance and compliance with the noise protection regulations and any conditions imposed from time to time. Any contravention of these provisions can lead to withdrawal of the operating licence and consequently render all further use of the racetracks and facilities impossible.

Nürburgring 1927 GmbH & Co. KG therefore specifies the following list of requirements in the interests of safeguarding and retaining the aforesaid operating licence for the future by means of constructive cooperation with the Lessee.

Penalising any contravention of these noise protection provisions is ultimately in the interests of all lessees, customers and visitors, as well as the interests of Nürburgring 1927 GmbH & Co. KG itself.

The Lessee is obliged to order any vehicles which are excessively noisy owing to technical modifications or faults to leave the racetrack immediately.

Significant noise impact caused by PA announcements, idling engines etc. must be avoided outside the lease period. All unnecessary noise must also be avoided during the event.

The Lessee undertakes to inform the responsible organisers / participants of these noise protection regulations. This does not affect the Lessee's own responsibility for compliance with the noise protection regulations.

Nürburgring 1927 GmbH & Co. KG explicitly reserves the right to specify further operating restrictions, even if the Lessee complies with the noise limits, if required in the interests of compliance with any noise control requirements imposed by the responsible authorities in connection with the operating licence.

In case of any contravention of the operating licence for which the Lessee is responsible owing to non-compliance with the specified mean daily (immission) level or non-compliance with the lease times specified by Nürburgring 1927 GmbH & Co. KG, the Lessee shall be responsible for all consequences (e.g. compensation claims filed against Nürburgring 1927 GmbH & Co. KG owing to the cancellation of other events or any fines imposed by the authorities). The Lessee is explicitly not permitted to offset such claims against any penalties previously imposed by Nürburgring 1927 GmbH & Co. KG. Nürburgring 1927 GmbH & Co. KG reserves the right to ban any vehicles which infringe the agreed upper noise limits from all use of the Nürburgring.

In order to enable vehicle identification, the Lessee shall ensure that each vehicle participating in the event is provided with a race number. Race numbers must be placed on the vehicle so that they can easily be read by the Nürburgring 1927 GmbH & Co. KG trackside employees as the vehicles pass. (Annex 3) Vehicles without a race number will immediately be banned from the event. Any start numbers already present on the vehicle that do not belong to the current event must be masked by the renter to such an extent that no confusion with the current number is possible.

Nürburgring 1927 GmbH & Co. KG must be notified of any temporary structures which are equipped with public address systems and which satisfy the criteria defined in Section 76 of the Building Regulations of the Rhineland-Palatinate, together with the anticipated noise immission levels. These include, but are not limited to:

- Temporary structures with a minimum height of 5 m which are intended to be entered by visitors,
- Tents with a floor area of 75 m² or over
- Amusement rides and
- stages with a floor area of at least 100 m² with a floor height of more than 1.50m and a total height, inclusive of any roofing or superstructure, of more than 5 m.
- The foregoing provisions do not apply to the "Brünchen", "Pflanzgarten" and "Schwalbenschwanz" locations.

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II. APPLIES EXCLUSIVELY TO EVENTS ON THE NORDSCHLEIFE

- a. Each event is classified by NG before it is held based on the information in the noise assessment form according to the sound power LWA (emission) of the noisiest vehicle and according to the daily average level (immission) (immission classes C1, C2, D). The immission classes correspond to the sound power LWA per vehicle according to the noise regulations of the DMSB (Automobilsport Handbuch Blauer Teil), which are defined as follows:

Vehicle emission class	Vehicle noise output L_{WA}
A	more than 144 dB(A)
B1	no more than 144 dB(A)
B2	no more than 138 dB(A)
C1	no more than 132 dB(A)
C2	no more than 126 dB(A)
D	no more than 120 dB(A)

In principle, only vehicles with a maximum vehicle sound power LWA of 130 dB(A) may be used (including in immission class C1). Exceptions are only permitted with the express consent of NG. There is no entitlement for such exceptions to be granted. Driving on the Nordschleife with vehicles of emission classes A and B1 (vehicles with a sound power of more than 138 dB(A)) is not permitted without exception. Violations will be punished with a contractual penalty of € 5,000 for each vehicle used and for each use of this vehicle.

Any additional costs and fines incurred for exceeding the noise protection regulations as well as other economic losses incurred by NG shall also be borne by the renter. This also includes the additional costs incurred by a subsequent renter (including possible claims for damages made against NG as a result of the violation).

- b. The renter must provide sufficient personnel for the duration of the event to ensure compliance with all noise protection regulations and operating hours. The renter is to ensure that this personnel has the competence required to immediately order participating vehicles that violate the applicable noise protection regulations and operating hours off the track and to ensure that these vehicles do not re-enter the track. NG reserves the right to additionally monitor compliance with the noise protection regulations and operating hours using its own personnel.
- c. NG will monitor the noise levels and the operating hours specified by the authorities via permanent measuring systems (acoustic monitoring). At the start of each event, NG will provide the renter with all relevant data for monitoring the sound power of the participating vehicles and for identifying violations. The vehicle sound power is determined according to the "LWA method" of the DMSB noise regulations (Automobilsport Handbuch Blauer Teil). The rental price depends on the sound power LWA (emission) of the noisiest vehicle and is charged according to the actual classification of the event day by the company BeSB. A violation is deemed to have occurred if a vehicle is measured at a total of at least 3 of the measuring points set up with a sound power above the contractually defined maximum permissible vehicle sound power. The renter must promptly ensure that the participant leaves the track during the same lap in which the violation is detected by NG. Each additional lap driven by the participant will be considered a subsequent violation and the renter will be sanctioned accordingly. The renter is at liberty to allow the participant concerned to modify the vehicle after a violation has been identified so that it is again within the permitted and required noise level limits. If the modification is considered effective by the renter, then the renter can grant the vehicle permission to return to the track. The obligation to ensure and guarantee compliance with the permissible noise level limits after the violation lies with the renter in any case. A further violation (a measurement above the contractually defined maximum permissible vehicle sound power) of the same vehicle of the noise protection regulations after approval by the renter constitutes a subsequent violation. A so-called trial or proving lap for self-assessment is expressly not permitted.

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- d. Should a participant repeatedly violate the noise protection regulations, the renter undertakes to pay NG a contractual penalty irrespective of fault, the amount of which shall depend on the number of subsequent violations. The following shall apply:
- For the first subsequent violation, the no-fault contractual penalty shall amount to € 1,000.
 - With the second subsequent violation, the amount increases by an additional € 5,000.
 - If a vehicle is found to have committed a third subsequent violation, the contractual penalty shall be an additional €20,000.
 - In this case, NG shall also have the right to terminate the event immediately, without the renter being entitled to any rights against NG in this context, in particular claims for damages. In addition, NG shall be entitled to a special right of termination for any subsequent events already booked in connection with any resulting claims for damages.

e. Only required for special usage hours or motorcycle events on the Nordschleife:

Immediately before the start of each event, the renter will be issued with the required number of transponders by NG's track management. The purpose of these transponders is to identify a vehicle when recording the individual vehicle sound power. At the end of the event, all transponders provided must be collected and returned to NG's track personnel by the renter. The return of transponders by individual participants is not permitted. For each lost or damaged transponder, the renter shall pay NG an amount in accordance with the applicable price list for ancillary services.

The renter must ensure that each transponder can be assigned to a specific defined vehicle. For this purpose, the renter is to provide NG with the digital Excel list sent by NG in advance. This list contains the transponder number, the corresponding start number and the vehicle type for each participating vehicle. This ensures complete transponder identification. Driving on the Nordschleife without the transponder provided by NG and assigned to the vehicle is not permitted and will result in a no-fault contractual penalty of € 5,000 imposed on the renter.

Furthermore, in addition to the vehicles participating in the event, all vehicles involved in the running of the event on the part of the renter must also be equipped with a transponder. In particular, this includes instructor vehicles, safety cars, pace cars and intervention cars. All rescue and marshal vehicles are exempt from this regulation, provided they have a sound power of less than 126 dB(A).

To ensure the proper and safe installation of the transponders and to guarantee their functioning, the renter is to refer to the transponder and start number illustration (Annex 3). NG accepts no liability for damage of any kind caused by incorrect installation of the transponder. Manipulation and replacement of the transponder will result in the immediate exclusion of the vehicle by NG.

III. APPLIES ONLY TO EVENTS IN AND AROUND THE GRAND-PRIX TRACK:

Each individual event shall be rated (immission classes A, B, C1, C2, D) in advance by Nürburgring 1927 GmbH & Co. KG in terms of the noise output (emission) of the noisiest vehicle and the mean daily level (immission) on the basis of the data stated in the Noise Record Sheet. The vehicle emission classes correspond to the noise output LWA per vehicle pursuant to the DMSB noise regulations (DMSB Automobile Sports Manual, Blue Section), which are defined as follows:

Vehicle emission class	Vehicle noise output L_{WA}
A	more than 144 dB(A)
B1	no more than 144 dB(A)
B2	no more than 138 dB(A)
C1	no more than 132 dB(A)
C2	no more than 126 dB(A)
D	no more than 120 dB(A)

Nürburgring 1927 GmbH & Co. KG shall monitor sound output and the officially specified operating times using permanently installed measuring devices (acoustic monitoring). The relevant mean daily level (immissions) stated in the Noise Record Sheet must not be exceeded. The track rental charge shall depend on the noise level LWA (emission) of the noisiest vehicle and is charged according to the actual classification of the event day by BeSB. The noise output of the vehicles shall be measured in accordance with the "LWA method" (with transponder) or the "Lp method" (without transponder) as stated in the DMSB noise regulations (DMSB Automobile Sports Manual, Blue Section).

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NB:

Vehicles whose noise output is limited, in accordance with the currently applicable DMSB regulations, to a maximum sound pressure level of $98 + 2$ dB(A) measured using the "DMSB near-field method" normally comply with the above criteria for emissions class C1. However, compliance with this DMSB limit value is not relevant for these Terms and Conditions.

The Lessee is obliged to ensure compliance with the noise levels for the individual classes and the data stated in the Noise Record Sheet, also by any sub-lessees. The Lessee is obliged to notify Nürburgring 1927 GmbH & Co. KG of any subsequent changes to the data stated in the Noise Record Sheet, especially relating to the type and number of registered vehicles, the total driving time and noise emission of the individual vehicles in such good time before commencement of the event that Nürburgring 1927 GmbH & Co. KG can reach a qualified decision regarding the changes submitted.

If the Lessee submits information about these changes at such short notice that Nürburgring 1927 GmbH & Co. KG is unable to reach a qualified decision regarding the changes, Nürburgring 1927 GmbH & Co. KG reserves the right not to permit the notified changes.

In case of any contravention of the operating licence for which the Lessee is responsible owing to non-compliance with the specified mean daily (immission) level or non-compliance with the lease times specified by Nürburgring 1927 GmbH & Co. KG, the Lessee shall be responsible for all consequences (e.g. compensation claims filed against Nürburgring 1927 GmbH & Co. KG owing to the cancellation of other events or any fines imposed by the authorities). Nürburgring 1927 GmbH & Co. KG reserves the right to ban any vehicles which infringe the agreed upper noise limits from all use of the Nürburgring.

As a fundamental principle, Nürburgring 1927 GmbH & Co. KG reserves the right to specify further operating restrictions, even if the Lessee complies with the agreed maximum noise levels, if this is necessary to ensure compliance with any noise protection conditions imposed by the responsible authorities as part of the operating licence.

IV. APPLIES TO LEASES FOR THE USE OF BOTH TRACKS:

Pursuant to the operating licence, the Grand Prix track and Nordschleife have different permissible operating times and limits for noise emissions and immissions. If the Lessee has signed an agreement for use of both the Grand Prix track and Nordschleife, the permissible noise levels and operating hours shall be based on the individual limiting factors in each case.

Documents and Material:

- Noise Record Sheet (Annex 8)
- List of Participants (Nordschleife)
- Sound Measurement Transponder (Annex 3)
- Race Numbers (Annex 3)

NOISE RECORD SHEET



Annex 6a

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FOR LEASE OF TRACKS NÜRBURGRING

1. Information on event

Event _____ Date _____
Track variant Nordschleife Müllenbachschleife full track (combined Nordschleife & Grand-Prix-track)
 Grand-Prix-track Sprint-track endurance series (combined Nordschleife & sprint track)

2. Information on organiser / track renter

Organiser _____ Contact person _____
Telephone _____ E-mail _____

3. Information on vehicles

Vehicle type

Number of vehicles

Passenger car – current, with road approval	_____
Passenger car – current, without road approval (touring car)	_____
Passenger car – historic, with road approval	_____
Passenger car – historic, without road approval	_____
Passenger car - electric	_____
Formula cars	_____
Motorcycles	_____
Other (e.g. karts): _____	_____
Total number of vehicles	_____

4. Supplementary information

- > The track renter represents all of its participants in dealings with Nürburgring 1927 GmbH & Co. KG.
- > Noise classification and possible driving / racing time extensions will be invoiced according to actual circumstances.
- > Track management staff will be happy to answer any further questions:
- > Nordschleife 02691 / 302-215, Grand-Prix-track 02691 / 302-4217
- > If any condition of official permits is violated because the renter exceeds noise emissions or immissions or fails to comply with agreed rental times, the resulting consequences shall be borne by the renter (e.g. claims for damages by NG relating to consequential cancellations of other events or fines imposed by authorities).

Date

Signature (organiser / track renter)