



2017 Footage Licensing Policy

Thank you for your interest in licensing ARCA footage for your video project. In order to proceed with your request, please read the below and complete the form attached.

Exclusive Reservation and Prohibition to Capture or Use Broadcast Video and Other Media

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, film productions, audiotape productions, transmissions over the Internet, public and private online services authorized by ARCA, sales and other commercial projects and the like), whether or not currently in existence, all 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 and ARCA is the sole owner of any and all copyrights, and proprietary rights worldwide in and to these works, and in and to any other works, copyrightable or otherwise created from the images, sounds and data arising from or during any ARCA event.

ARCA owns or licenses all copyright rights in the text, images, photographs, video, audio, graphics, user interface, and other contents, and the selection, coordination, and arrangement of such content (whether by ARCA or by user) to the full extent provided under the copyright laws of the United States and other countries. Unless expressly provided, viewers are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents for any purposes.

Race Video

The broadcast rights to ARCA Racing Series events are copyrighted. A Race Event is defined as the race itself as well as any ARCA-sanctioned test, practice, qualifying and pre and post-race ceremonies conducted at the ARCA-sanctioned race locations in connection with the races.

Any and all audio, video and still photography of any form is copyrighted collectively by ARCA and individually by its correspondents and authors. All content is protected under the United States Copyright Act, 17 USC §101-810. All U.S. and international rights are reserved.

The capture, reproduction, republishing or redistribution of any copyrighted or copyrightable material, in any form, without the express written consent of ARCA is strictly prohibited. ARCA reserves the right to grant or deny such access in its sole discretion, and no waiver of any rights reserved herein are waived by grant of access by ARCA.

Event Access

Media Credentials are reserved for working members of recognized news media outlets only. News media outlet personnel can obtain credentials for access to shoot video at ARCA events by contacting the track Media Relations Departments and/or ARCA.

ARCA reserves the right to deny access to individuals and entities to events for the purpose of video capture for non-news broadcast. Grant of access shall not constitute a waiver by ARCA of any rights reserved herein.

Race Video for Personal Use and Business Presentation

Permission to use the race video solely for individual non-commercial and informational purposes may be granted or denied by ARCA in its sole discretion. If granted, any other use, including for any commercial purposes, is strictly prohibited without ARCA's express prior written consent.

Race teams who desire to use ARCA race footage must contact ARCA directly. ARCA will provide up to five minutes of footage for promotional purposes only. There is a cost of \$75 per hour of labor for video highlight editing plus \$25 for material and shipping costs.

Commercial Use Licensing Fees and Information

- All requests for footage, and/or access to capture video must be accompanied by the completed form attached.
- ARCA can and will license for use, race footage from televised FOX or other broadcasts at a rate of \$2,500/minute and no sooner than 30 days after the original premier airing.
- ARCA will license for use, non-race footage at a rate of \$1,500/minute.
- ARCA will assess an additional fee for use across digital and social media and for use in-perpetuity.
- ARCA and its designated licensing agent can provide production services for clients seeking to capture and / or obtain non-FOX broadcast video.
- Clients seeking to utilize independent production services are subject to an access fee payable to ARCA, and other fees.
- ARCA reserves the right to view and approve or disapprove any and all ARCA related video and / or likenesses intended for use in any programming.
- All license fees shall be paid in advance of any airing or production, duplications of video, or DVD/blu-ray media.
- Price quotes will be provided only after written request via submission of this form.
- A DVD screener will incur a minimum production fee of \$475. For more complicated or extensive requests, additional fees will apply (\$100/hour library search services and \$125/hour for edit services). For an additional fee (based on tape stock cost) we can also provide screeners on tape or hard drive.
- ARCA works off of screeners only. You will need to edit with the screener and then submit your order for the master material.
- Master order (from the screener) costs are covered in the above fee. For more complicated or extensive requests, additional fees will apply (\$125 per hour for edit services). High Definition footage is also available and carries additional production costs.
- Master orders based on screener tapes are expected to include source tape information and shot description to accompany the time code selections. This will speed up the ordering process and help eliminate dubbing errors.

- NO master order will be released until ARCA has received a signed footage license agreement. Client will be responsible for adhering to the terms and conditions of the agreement and this document.
- ARCA does not license footage of accidents with injuries or violent crashes. ARCA does not typically license footage of one-on-one interviews or footage in which the broadcaster's talent is visible. Those projects seeking an exemption to this policy must request one in writing.
- All requests for footage to be included into a television program, public service announcement, film or documentary type project are subject to review and approval by ARCA.
- ARCA, at its discretion, may reserve the right to request an "Up-front payment" for all new clients and for any returning clients it deems necessary. "Up-front payment" means that payment for the screener material (check, money order, or credit cards {Visa, Master Card, Discover, and American Express} accepted) must be made BEFORE screener material is released to client.
- All master material released by ARCA are the exclusive property of ARCA and must be returned to ARCA, Attn: Tom Legeman
- Client will also be responsible for providing a DVD copy of the final edited project for ARCA's archival use only.
- **All prices for production services and licensing are subject to change without notice.**

LRV 1/5/2017 TL



ARCA Production/Video License Request and Approval Form

(Revised 1/5/2017)

ARCA is the sole copyright holder of all materials produced in any format at ARCA events. There is no authorized use of the footage described in this form without completing a license agreement with and proper approval of the project by ARCA officials.

Contact Name (Requestor): _____

Street Address: _____

City: _____ State: _____ Zip/Postal Code: _____

Phone: _____ Cell: _____

Email: _____

Website: _____

Client Name: _____

Company Name: _____

Bill To: _____ Ship To: _____

Project Working Title/Name:

Type of Production/Medium/Distribution:

- TV Program
- Documentary
- Reality Show
- Movie/Feature Film
- TV Commercial
- Broadcast TV
- Corporate Video
- Home Video/DVD
- Music Video
- Trade Show
- In-Store Promotion
- Non-Profit Event (non-broadcast)
- Internet/Webisode
- Other _____

Has a budget been established, if so, how much is projected to be avail for Shooting/Video License?

Specify _____

Network Approval been secured? Y/N

Territory:

- U.S. / North America
- International/Worldwide
- Canada
- Other _____

Requested Term of Use:

Output Format:

- Beta SP
- Digi Beta
- DVCam
- HDCam
- DVC Pro

Project Timing:

Low Res/Time Coded Screener needed? Y/N

Description of Footage Requested or Shoot Needs:

Creative Briefs, Story Boards, Scripts available? Y/N If Yes, please provide.

Production Company Involvement: Y/N Who? _____

Credentials Requested/Needed: Specify _____ (max 5)

*Limited access is granted and will be evaluated on an individual basis as needed and determined by ARCA. (Due to the volume of credentials requested for any one event, the limit per request is for up to five (5) credentials. Each credential requested must have a specific job function with the request in order to be issued. As credentials are limited, the request may need reviewed and ARCA may decide that fewer credentials than requested are necessary.)

Shoot or Footage Location Requested (Venue):

Location/Access Fee: One Thousand \$1,000

Allows for up to five (5) credentials, two (2) camera tags, and one (1) parking pass. Parking is based on availability and is not guaranteed. Requests for more than 5 credentials issued may incur additional fees.

Coordinating Producer Fee – Two Thousand \$2,500 – ARCA appointed agent to oversee any video capture on-site at ARCA Racing Series events. Price based on one day shoot. Additional days may require additional fees.

Have you or anyone working on this project contacted or collaborated with NASCAR Media Group?

If yes, who? _____

Office Use Only

ARCA Received Date _____

Accepted _____

Rejected _____

Comments: