



**INTERNATIONAL POWERLIFTING FEDERATION**

**PROMOTERS CONTRACT**

**for IPF World Championships**

# INTERNATIONAL POWERLIFTING FEDERATION – PROMOTERS CONTRACT

## 1 GENERAL

1.1 This document and all identified and attached Appendices constitute a contract between the International Powerlifting Federation (IPF), being the incorporated association, number ASBL 2007 blo3 306, registered under the laws of the nation of Luxembourg and also a party identified as the Promoter. The Promoter must be a Full Member national affiliate federation of the IPF, as per 5. of the IPF Constitution. If the Full Membership of the Promoter lapses, is ceased or is suspended this Contract is automatically deemed to be voided and ceased.

1.2 This contract shall in the final instance be governed by the laws of the nation of Luxembourg and in addition the parties to this Contract shall retain all rights and obligations accruing to them according to the Constitution, By-Laws and Rules of the IPF.

1.3 The Promoter, by virtue of this contract, undertakes to conduct the following Powerlifting Championship event (the Championship), on the following date(s) -

**IPF ... World Championships Powerlifting/Bench Press**

**Place and Date**

The IPF, by virtue of this contract, sanctions the Championship i.e. agrees to recognize the Championship as a major event in the IPF Calendar as per IPF By-Law 101.8.5 and agrees to not sanction or establish any other events of the same title and/or nature for that Calendar year.

1.4 The Promoter, being an IPF Full Member national federation, may assign the performance of the contract to a third party (the assignee). The assignee cannot be an individual or other entity not in good standing with the IPF and an assignation can only be made with the approval of the IPF; that approval is given by virtue of identification of the Promoter and assignee herewith in this contract –

**Promoter: National Powerlifting Federation**

**represented by President of the national Powerlifting Federation**

The assignment by the Promoter to the assignee constitutes only a delegation of tasks required to fulfil the terms of this contract and does not relieve the Promoter (i.e. the Full Member national federation) of any

rights or obligations under this contract. The Promoter, if making an assignation under this contract, shall obtain and provide to the IPF a form of written agreement, valid under the laws of the nation(s) of the Promoter and the assignee, between the Promoter and the assignee establishing the assignee's position as accepting the assignment as being within the terms of and bound by the IPF Promoter's Contract. The IPF, in approving the assignee, reserves its rights to proceed against the assignee, as the Promoter, under the terms of this contract or under the IPF Constitution or By-Law or under any relevant laws.

- 1.5 The Promoter or any assignee, notwithstanding the terms of this contract, remains at all times as a contractor to the IPF and the IPF remains a principal. The Promoter or assignee cannot incur debts on behalf of the IPF, nor bind the IPF in any further contracts, without the IPF's written agreement.
- 1.6 Variation to this contract may be made only by further written agreements identified as variations of this particular Promoter's Contract. The obligation on the Promoter to obtain binding agreement to comply from any assignee, as per 1.4, also applies to any such contract variations.

## **2 SANCTION FEES**

- 2.1 A sanction fee is payable by the Promoter to the IPF. The amount of the sanction fee is 1000 EUROS.
- 2.2 The sanction fee must be received by the IPF within 30 days of the date of signing by both parties (IPF and Promoter) of the Promoter's Contract. Any non-payment by 30 days from joint signing, where the sanction fee has not been paid, constitutes a major breach of the Promoter's Contract. At any point after 30 days from that signing the IPF may absolutely void the Contract with the Promoter by means of written notice to the Promoter, that voiding and termination of the contract being effective as of the date of transmission of the notice.
- 2.3 Alternatively, if payment of the sanction fee by the Promoter is not made within 30 days of joint signing the IPF may still receive the payment more than 30 days after the signing and also reaffirm and remain bound by the contract, but shall have the capacity to charge a penalty fee of up to 10% of the sanction fee. Non-payment by the Promoter of that penalty within 30 days of notice that the penalty is being imposed shall have the effect that the IPF will have the right to absolutely void this Contract, as it would have for non-payment of the original sanction fee.
- 2.4 If the sanction fee has been paid by the Promoter to the IPF but then, for any reason, this contract is voided, abandoned or terminated, the sanction

fee will or will not be repaid to the Promoter, according to the following terms –

- (a) if the cessation of the Contract takes effect more than one year prior to the date of the Championship, 100% of the sanction fee shall be paid, less the amount of any costs that the IPF, in its absolute discretion, deems itself to have incurred in establishing and administering the Contract up to that point
- (b) if the cessation of the Contract takes effect less than one year prior to the date of the Championships, 50% of the sanction fee shall be paid, less the amount of any costs that the IPF, in its absolute discretion, deems itself to have incurred in establishing and administering the Contract up to that point

### **3 INSPECTION AND RIGHT OF TERMINATION**

- 3.1 Throughout the performance of this contract the IPF shall have the right to request and receive any and all information from the Promoter as to the preparations, financing, sponsoring and/or administration of the Championships.
- 3.2 As part of the process of gathering information about preparations by the Promoter for the conduct of the Championships, the IPF shall have the right to conduct one or more in-person inspections of the venue, facilities, materials, equipment, documents and the like, on site at the proposed location of the Championships and/or at the location of the Promoter, at any time between the awarding of the Championships & the commencement of the Championships. One person may be appointed by the IPF to carry out any such inspection. The IPF shall meet the cost of travel of that inspector to the airport closest to the proposed venue for the Championships. The Promoter shall provide and meet the cost of reasonable standard single room hotel accommodation, return travel between the airport and that hotel and two meals per day for the inspector.
- 3.3 A minimum of nine months prior to the date of the Championships, or within 14 days of the joint signing of the Contract if the Contract is signed less than nine months prior to the Championships, the Promoter shall return to the IPF a fully completed “Organizing Checklist” (Appendix 1).
- 3.4 On the basis of information received by the IPF from inspection tour(s), the Championships Questionnaire or any other source, the IPF has the right to withdraw the sanction for the Championships and to terminate this Contract, if it is reasonably established to the IPF that the Championships are likely to be conducted in a manner detrimental to the sport of Powerlifting, or damaging to the standing of the IPF or at a standard of execution less than that of an international sporting event.

### **4 SUPERVISION AND CONTROL OF CHAMPIONSHIPS**

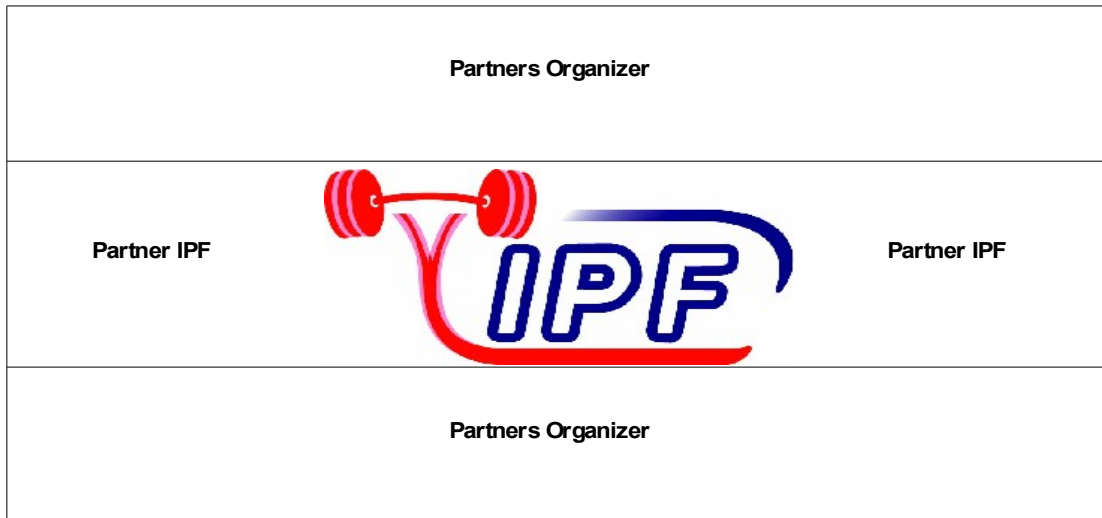
- 4.1 The Promoter being a contractor, shall be entrusted with the functional execution of the Championships. However the Championships remain the exclusive property of the IPF and the granting of a sanction by the IPF to the Promoter does not constitute any relinquishment, whether in whole or part, permanently or temporarily, to the Promoter, any assignee or any other entity, of any property ownership or other rights by the IPF, that including television and video rights, advertising rights, partnership arrangements, raising of entry and other fees, equipment disbursements and similar.
- 4.2 The Promoter shall conduct the Championships in accordance with the IPF Technical Rules, Anti-Doping Rules, By-Laws and Constitution and also in substantial compliance with each item of Organizing Checklist (Appendix1), all of which documents are incorporated as part of this Contract.
- 4.3 The Promoter, as a contractor, will carry out the on-site running of the Championships, but shall do so under the supervision and control of the IPF. In the event of any dispute prior to or at the Championships as the conduct of the Championships, the ruling of the IPF shall apply absolutely.

## **5 FINANCIAL AND RELATED ARRANGEMENTS**

- 5.1. The Promoter shall, before the date the Championships commence, fully settle any and all outstanding accounts it has with the IPF. This includes but is not limited to any outstanding nation affiliation fees, referee fees, doping offence penalties, sanction fees and penalty sanction fees and medal purchase costs.
- 5.2. The Promoter shall not negotiate or enter into any television, video or other media contracts or agreements without first notifying the IPF and being granted permission and terms for doing so. Unless agreed in a variation to this Contract, all media rights regarding the Championships remain the property of the IPF.
- 5.3. The Promoter may enter into sponsorship arrangements regarding the Championships, but shall only finalize a sponsorship agreement with the approval of the IPF. The IPF retains the right to decline approval and prevent the taking up of any sponsorship arrangement which is proposed to it by the Promoter.
- 5.4. The Promoter shall provide signage directly behind the staging & platform area at the Championships, in the form of a wall of canvas, laminate or similar material of sufficient height & width to provide a complete backdrop for the event staging area, on which 40% of the total surface area shall display colour images of the IPF logo & such IPF sponsor or partner logos as provided by the IPF to the Promoter. That 40% area shall be in the central portion of this signage wall. The remaining 60% (being the 30%

area above & the 30% area below the IPF-determined central area) of the signage wall may have logos or symbols of direct sponsors of the Promoter or the Championships, subject to 5.3 of this Contract, or other images as agreed between the IPF & the Promoter. **The Promoter must send a draft (picture) of the backdrop to the IPF Championship Secretary not later than 14 days prior the World Championship for approval.**

**Wall behind Platform**



Further, the uniform of spotter-loaders at the Championships must be approved by the IPF, which shall have the right to require signage on such uniforms reflecting the IPF's commercial partnerships active at the time of the Championships.

- 5.5. The Promoter shall not enter into any arrangement for the conduct of any ancillary or associated events to be held in association in any way with the Championships, unless this is notified to and agreed by the IPF. The IPF retains the right to decline approval for any such associated event and to require the Promoter to cancel and cease any activities which may be intended to establish such events. The IPF shall have no liability whatsoever for any financial costs stemming from any such non-approval or cancellation.
- 5.6. The IPF retains the right to charge any and all competitors, teams and/or federations participating in the Championships entry fees, drug-testing fees or other fees. Those fees received are the unfettered property of the IPF. However IPF By-Law 103.2 applies for the Championships and accordingly one third of the participation fee per lifter will be remitted to the Promoter in either the form of cash or equipment of equivalent value.
- 5.7. The Promoter will be responsible for payment of all operational expenses and shall have the right to retain all operational income related to the Championships. The IPF shall have no liability for expenses other than those specifically identified in this Contract and shall have no claim over the income of the Championships other than as specified in this Contract

and save for any damages claims related to breaches of this Contract by the Promoter.

- 5.8. The Promoter shall purchase from the IPF, at a price determined by the IPF but calculated in a fair and reasonable manner with reference to commercial norms for such goods, a set of medals to be awarded for the first, second and third placings in the Total for each category contested at the championships. Payment for these medals shall be as per 5.1 of this Contract.
- 5.9. The Promoter undertakes to themselves honour and to allow the IPF to honour, any contract the IPF enters into, which may relate to these Championships, unless such contract unreasonably thwarts the Promoter's performance of this Promoter's Contract.
- 5.10. The Promoter undertakes to obtain insurance coverage for the conduct of the Championships, such that the IPF and its office bearers are indemnified in respect of any claims for public liability, professional indemnity and/or negligence which may arise from the organisation or conduct of the Championships.
- 5.11. The Promoter will receive a full set of Equipment for the platform provided by the IPF, which includes one Powerlifting Rack, one Bar with collars and discs on a total weight of 435kg.
- 5.12. If the Promoter does not fulfil all requirements of the promoters contract, he has to send back the Equipment, which was provided by the IPF (5.11), or has to pay a fine of 6000 EUROS (Six thousand EUROS) to the IPF.

## **6 CONDUCT OF THE CHAMPIONSHIPS**

- 6.1. The Promoter shall use its best endeavours to conduct the Championships at a standard comparable to international sporting events conducted by other recognized international sports federations.
- 6.2. Consistent with 4.2 of this Contract, the conduct of the Championships shall be in accordance and compliance with the documents listed in 4.2, in the manner prescribed in 4.2. However the schedule of events for the Championships shall be arranged such that the final day of competition shall be a Sunday
- 6.3. As part of the arrangements for the championships, the Promoter shall make available hotel accommodation for the period of the Championships, which lifters, officials and supporters may utilize, subject to those persons making payment for that accommodation. Those hotel accommodation arrangements must include designation of an "official hotel", of at least "three star" rating or higher and of sufficient size to accommodate the substantial majority of persons wishing to stay at that hotel for the period of the Championships. In addition to that official hotel the Promoter may make available accommodation at one or more other hotels. Refer to IPF By Laws 105.4.4. All athletes, coaches, referees or officials from each federation must stay in the official hotel during the championship. If

athletes, coaches, referees or officials do not stay in the official hotel during the championship, they will be obliged to pay an administration fee of € 100,-- per person to the promoter. Failure to comply will have the effect that they will not receive accreditation and will be excluded from that championship.

- 6.4. The official hotel and any other hotel arranged or promoted by the Promoter must have –
- (a) separate shower and toilet facilities for each room
  - (b) western-style bedding in each room
  - (c) international phone, fax and internet services which lifters, officials and supporters may purchase
  - (d) a full breakfast service available for at least the hours of 7.30 am and 9.30 am each day of and the day after, the Championships.
- 6.5. The Promoter having made hotel accommodation available as per 6.3, shall only be required to actually arrange that accommodation for persons who have requested this in writing, on the standard Championship entry form, by the advertised closing date for receipt of those entry forms. Payment for the accommodation may be made either direct to the hotel or via the Promoter; however any accommodation rates charged by the Promoter must not exceed the commercial rate available from the hotel to any member of the public for accommodation at the time of the Championships. Such payments by lifters, officials or supporters to the hotel or to the Promoter shall be, in accordance with IPF ByLaw 105.4.3, by any one of
- bank transfer
  - credit card
  - cash
- 6.6. The Promoter will advise the IPF of the hotel or hotels it has arranged for the Championships no less than twelve (12) months prior to the start date of the Championships, or within 30 days of signing this contract if the contract is signed less than 12 months prior to the Championships. The Promoter will also at that same time advise of the costs of accommodation to be charged to lifters, officials and supporters. Further, the Promoter will at that 12 month or more time point (or within 30 days of any signing of the Contract within 12 months of the date of the Championships), advise & document full details of their financial arrangements with the official hotel(s), including the Promoter's purchasing or reserving of rooms, rates & amounts paid by the Promoter to the hotel(s) & any other financial information related to hotel arrangements that the IPF may request. Failure to provide all such requested information shall constitute a fundamental breach of this Contract. Further, the IPF will have the right to reject any such disclosed financial arrangements if deemed unreasonable by the IPF at its absolute discretion & unless remedied by the Promoter to the IPF's satisfaction that rejection shall constitute a fundamental breach of this Contract. Unless consented to by the IPF, the identity, charged rates &



other financial arrangements of and for that accommodation shall not be changed after that point of IPF agreement with the disclosed arrangements and any such proposed or attempted change shall be considered a fundamental breach of this contract.

- 6.7. No later than two weeks prior to the start date of the Championships, the Promoter shall confirm to participants in the Championships, via email, fax or phone, that their hotel booking is in place and will be provided, subject to correct payment.

**EXECUTED AS AN AGREEMENT**

**EXECUTED BY INTERNATIONAL  
POWERLIFTING FEDERATION**

**Signature of President** .....

**Printed Name of President**

**EXECUTED BY THE PROMOTER  
IDENTIFIED IN 1.4 OF THE CONTRACT**

**Signature of President** .....

**Printed Name of Promoter**