CONTRACT

CONTRACT made this 5TH day of NOVEMBER, 1993, between the WORLD ASSOCIATION OF VETERAN ATHLETES (hereinafter referred to as "WAVA") and Greater Buffalo Convention & Visitors Bureau, Inc., as agent for a corporation to be formed, the Organizing Committee (hereinafter referred to as the "OC").

WHEREAS, the OC wishes to promote the 1995 World Veterans' Athletic Championships (hereinafter referred to as the "Championships") as sanctioned by WAVA.

AND, WHEREAS WAVA will not sanction the Championships except in accordance with the Constitution and By-Laws of WAVA (attached hereto as Exhibit "A" and made a part hereof) and that of the INTERNATIONAL AMATEUR ATHLETIC FEDERATION (hereinafter referred to as "IAAF").

AND, WHEREAS this Contract is entered into by WAVA and the OC solely upon the above basis.

NOW, THEREFORE WAVA, hereby sanctions and authorizes the OC to promote the Championships in accordance with the following terms and conditions:

1. COMPOSITION OF THE ORGANIZING COMMITTEE

The OC consists of the following individuals:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>ORGANIZATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kurt Alverson</td>
<td>President</td>
<td>Greater Buffalo Convention &amp; Visitors Bureau</td>
</tr>
<tr>
<td>Vito Borrello</td>
<td>Sales Director</td>
<td>Greater Buffalo Convention &amp; Visitors Bureau</td>
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<tr>
<td>Nelson Townsend</td>
<td>Athletic Director</td>
<td>State University of New York at Buffalo</td>
</tr>
<tr>
<td>Andrew Rudnick</td>
<td>Vice Chairman</td>
<td>Greater Buffalo Athletic Corporation</td>
</tr>
<tr>
<td>John Beishline</td>
<td>President</td>
<td>Niagara Association-USA Track &amp; Field</td>
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2. WAVA SANCTIONING AUTHORITY

The OC recognizes and accepts WAVA as the sole world governing authority in Athletics for Veterans (women not less than thirty five years of age and men not less than forty years of age) and as the sole determining body for all technical rules in any Athletic meeting sanctioned by WAVA.

The OC confirms it has informed its sponsors and associated governmental agencies, in writing, that the entries for the Championships will be governed solely, exclusively, and in conformance with the Constitution and By-Laws of WAVA.

WAVA shall establish the schedule of events and be the sole determinant of all aspects of the Championships, including, but not limited, to such matters as the: Opening and Closing ceremonies; Banquet; award presentations.
3. **DATE AND LOCATION OF THE CHAMPIONSHIPS**

The Championships are to be held in and around the City of Buffalo, County of Erie, in between the dates of August 3, 1995, and August 13, 1995, or such other dates and locations as the parties may subsequently agree to in writing.

The competition venues are to be as follows:

**Main Athletic Track:** World University Games Stadium

**Secondary Athletic Track:** University at Buffalo Stadium

**Additional Tracks:**

**Cross Country Venue:** Akron State Park

**Marathon Venue:** Skylon Marathon Course or World University Games Marathon Course

**Road Racewalk Venue:** Niagara Falls - Robert Moses Parkway

**Practice Facilities:**

Written confirmation for the use of these facilities on the dates specified has been obtained from the University at Buffalo. A copy of this confirmation is attached hereto as Exhibit "B", and is incorporated herein by reference.

4. **LIGHTING FACILITIES**

Lighting facilities shall be provided at the Primary and Secondary track sufficient to provide for competition to be held before sunshine and after sundown.

5. **SPONSORSHIP**

The OC may negotiate financial sponsorship from national, regional and/or municipal governments, individuals and/or from the corporate sector except manufacturers, distributors or vendors of tobacco products, or any other product or service deemed by WAVA to be detrimental to the best interests of WAVA, and provided that such sponsors shall be informed in writing that the entries for the Championships will be in conformance with the Constitution and By-Laws of WAVA.

6. **BUDGET**

The OC hereby submits its proposed preliminary budget for the conduct of the Championships setting forth all anticipated income and expenses. A copy of said budget, marked Exhibit "C", is attached hereto and incorporated by reference. It is understood that the preliminary budget may be modified as a result of changing conditions.

7. **MEET OFFICIALS**

The OC shall provide sufficient certified IAAF officials in conformance with the IAAF requirements to host a World Athletic Championship, taking into consideration the number of facilities being used and the number of competitors. WAVA has the authority to require additional officials, in consultation with the OC.
8. AUTOMATIC TIMING
Fully automatic electrical timing equipment shall be used for all track races, in accordance with IAAF Rules.

9. ACCOMMODATIONS
The OC guarantees housing accommodations of 3,000 beds, within a radius of 1 kilometer from the main stadium. 5,376 hotel rooms are available within a 20-minute radius of the main venue.

The OC represents and guarantees housing accommodations for the period two (2) weeks prior, during and one (1) week after the Championships in the following price range, expressed in United States Dollars (at the present time are equal to approximately one Dollar) as of the date of the start of the Championships. It is understood that the OC will not be held responsible for changes in the exchange rates.

<table>
<thead>
<tr>
<th></th>
<th>Number of hotels</th>
<th>Number of beds per room</th>
<th>Minimum price (Rate per room)</th>
<th>Maximum price (Rate per room)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Luxury Hotels</td>
<td>6</td>
<td>1,370</td>
<td>$99</td>
<td>$129 (1995 guaranteed rate)</td>
</tr>
<tr>
<td>Second Class Hotels</td>
<td>15</td>
<td>2,312</td>
<td>(Less than luxury)</td>
<td>(Rate per person)</td>
</tr>
<tr>
<td>Economy Class Hotels</td>
<td>20</td>
<td>1,694</td>
<td>(Less than 2nd class)</td>
<td>(Rate per person)</td>
</tr>
<tr>
<td>Dormitory Housing</td>
<td>2</td>
<td>3,000</td>
<td>13</td>
<td>30 (1993 rates)</td>
</tr>
<tr>
<td>Private Homes</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

TOTALS: 5,376 hotel rooms (Will accommodate at least 10,000 people)
3,000 dormitory beds

The rates quoted shall be per room, with the maximum number of people permitted in each room specified. It will also be indicated what meals will be provided.

Attached hereto, as "Exhibit D", will be a detailed list of the name and address of each hotel, its price range, number of beds, and meals that will be included.

The OC shall maintain a housing office for the Championships. All bookings for accommodations are to be made through said office.

10. TRANSPORTATION
The OC will provide free shuttle bus and/or trolley transportation from the accommodations, other than private housing, listed in paragraph 6, to and from all competition venues; WAVA General Assembly Meetings; and/or any Banquets, for the period commencing three days prior to the first day of competition and concluding two days following the last day of competition. Said transportation shall commence at least two hours before competition commences each day; shall terminate one hour after competition is completed at each venue; and, shall operate at not more than thirty minute intervals.

A detailed transportation plan, subject to modification by agreement of the parties, is attached hereto, marked Exhibit "E", and made a part hereof. It is understood that the transportation plan may be modified depending on the number of entrants to the events.
11. **HOLD HARMLESS - LIABILITY INSURANCE**

The OC will indemnify, save harmless, and defend, directly and/or indirectly by insurance, WAVA and its officers, employees, agents and members for all liability, including attorney’s fees and costs from loss, damage or injury to persons or property in any manner arising out of the administration of the Championships including, without limitation, all consequent damages, except any loss, damage or injury resulting from the negligence or wilfully intentional act of WAVA, its officers, employees, agents or members.

In the event of any loss, damage or injury resulting from the negligence of WAVA, its officers, employees, agents or members, the negligent party shall be entitled to all protection from insurance policies purchased for that purpose sufficient to prevent protection directly from the OC funds.

Said insurance policy shall be issued by an insurance company acceptable to WAVA, naming the OC, WAVA and the IAAF as co-insureds. This policy shall insure against any and all liability arising from negligence and shall have policy limits of not less than $1,000,000 (expressed or the equivalent of United States dollars) per each individual claim. A copy of said policy shall be provided within 60 days after selection as successful bidder.

12. **TELEVISION AND FILM RIGHTS**

WAVA must agree, in writing, to either the sale and/or use of television and/or film rights to the Championships. Terms to be agreed upon between the OC and WAVA.

13. **ENTRY FEES**

The OC shall charge a minimum entry fee in United States dollars in the following amounts: (Any modifications of fees requires concurrence of WAVA.)

- First event: $25
- Next four events: $8 (per each event)
- Each additional event: $15

14. **WAVA COMPETITOR ASSESSMENT**

On behalf of WAVA, the OC shall collect on each first event only, as noted on the entry form, from each entrant a WAVA fee of $15 (Fifteen United States Dollars) and shall hold said funds in trust for the account of WAVA. WAVA shall designate a bank to hold these trust funds, in which only WAVA’s designated representative(s) may withdraw these funds. Each deposit to this Trust account shall be made by the OC when these WAVA fees have been collected from not more than five hundred entrants. Upon making said deposit, the OC shall send a duplicate receipt to the WAVA Treasurer or to such other party designated by WAVA.
In no event shall the OC hold the WAVA fee in excess of sixty (60) days from its receipt. In the event that any of the WAVA fees are not timely paid, the OC shall pay WAVA interest on all outstanding amounts calculated at one per cent (1%) compounded for each calendar month and/or part thereof during which said amount remains outstanding. Upon making a deposit, OC shall send a duplicate receipt to the WAVA Treasurer or to such other person designated by WAVA.

15. WAVA SANCTION FEE

As consideration for the granting of the WAVA sanction to conduct the Championships, the OC agrees to pay to WAVA, as a one-time sanction fee, the sum of $6,000.00 ($ Six Thousand United States Dollars), payable in full on the first day of competition.

Within sixty days after the WAVA General Assembly awards the Championship to the above noted OC, the OC shall deliver to the WAVA Treasurer, a written Demand Letter of Credit, in the amount of $6,000.00 ($ Six Thousand United States Dollars) payable on the first day of competition, issued by a bank, savings and loan association, or other financial institution duly chartered in the host country, acceptable to WAVA, as security for the payment of the sanction fee.

16. COUNCIL HOUSING AT THE CHAMPIONSHIPS

The OC shall provide courtesy accommodations (single rooms) for the WAVA Council (maximum fifteen rooms) beginning three (3) days before the Championship commences until two (2) days following the conclusion of the Championships, at a hotel approved by WAVA.

The OC shall also provide a suite for the WAVA President and a Council meeting room sufficient to hold not less than twenty (20) individuals.

17. HOUSING AND TRANSPORTATION EXPENSES FOR THE WAVA COUNCIL MEETING THE YEAR PRIOR TO THE CHAMPIONSHIPS

The OC shall pay the round trip transportation costs of four (4) WAVA Council members, as designated by WAVA, for the annual WAVA meeting held in the year prior to the Championships in the site city.

The OC shall provide single room housing accommodations (single rooms) for the WAVA Council (maximum fifteen rooms); a suite for the WAVA President; and, a meeting room to hold not less than twenty individuals.

18. ENTRY BOOKLET

The OC shall mail a copy of the draft of the entry booklet, (including the entry form and competition time schedule) to each member of the WAVA Council not later than thirty days prior to the WAVA meeting held the year prior to the Championships. The WAVA Council shall be the final determinant as to the entry booklet and shall approve the booklet, with any changes, by the conclusion of the meeting.

19. AWARDS AND MEDALS.

The OC shall award appropriate Championships medals, to be approved by the WAVA Council at the conclusion of their meeting, the year prior to the start of the Championships, for not less than first, second and third places in each individual and team events. Additional place awards for individuals may be given with the concurrence of WAVA.
20. RESULTS BOOK
The OC shall, in the entry form, afford the entrants and other interested parties, the opportunity to order and pay for the official results book of the Championships, at a cost to be approved by WAVA, which the OC shall mail to all purchasers, postage included, not less than sixty days following the last day of competition. Twenty five (25) copies of the result book shall be given to WAVA free of charge.

21. COMPETITOR'S RELEASE
The OC shall include in the entry form, to be signed by each competitor, the following provisions:

A. The entrant confirms that they are in good health; have properly trained for the competition; are sufficiently skilled in the events entered so that they are able to comply with all the rules of competition; and, that they present no hazard to themselves or other competitors.

B. The entrant relieves the OC, WAVA and the IAAF absolutely of any responsibility for any injury or loss that the entrant may sustain in connection with the Championships.

C. The entrant accepts and understands that the Championships are staged under the provision of the WAVA Constitution and By-Laws.

22. BARRED COMPETITORS
The OC shall not accept any entry from any individual who WAVA advises has been suspended from competition.

23. PROFIT AND LOSSES
WAVA has no claim to any profits accruing to the OC from the promotion of the Championships. The OC will have no liability for any debts incurred by WAVA in connection with this event, unless previously approved, in writing, by the OC.

WAVA will have no liability for any debts incurred by the OC.

WAVA shall be solely responsible for any debts that WAVA may incur not connected with these Championships.

24. PRESENTATION OF AWARDS, OPENING AND CLOSING CEREMONIES
WAVA, in consultation with the OC, shall determine the presentation of awards, opening and closing ceremonies. The presenters of the awards for each event, shall be determined at least twenty-four hours prior to said awards. The awards ceremonies shall take place as soon as possible, after the conclusion of the particular competition, provided the presentations do not interrupt the competition.
25. TECHNICAL RULES, PROGRAM OF COMPETITION, JURY OF APPEALS, DISQUALIFICATIONS

A. WAVA shall be the sole determinant of the technical rules.

B. WAVA shall determine the schedule of competition.

C. WAVA shall approve of the composition of the Jury of Appeal, and shall assist the OC in staffing the Jury of Appeals.

D. WAVA may disqualify any competitor who is in violation of the WAVA Rules.

E. The course(s) shall be measured in accordance with AIMS standards and shall have AIMS certification.

F. The course(s) shall meet the IAAF world record criteria, in that the start and the finish shall be separated by less than 30 per cent of the race distance, and any net elevation drop shall be less than one per cent.

G. The safety of the competitors shall be of paramount importance, with the following criteria being taken into consideration:
   i. The time of day the event is held;
   ii. The course(s) must be traffic free;
   iii. Medical services must be available;
   iv. Adequate hydration shall be available at the start of event(s) and along the course.

26. REPORT AND ACCOUNTING

A. The OC shall submit to the WAVA Council, within 180 days following the final day of competition of the Championships, a detailed report covering all aspects of the Championships, including a detailed accounting of all income and expenses, certified by the OC Treasurer and General Chairperson.

B. The OC shall deposit with the WAVA Treasurer, prior to the first day of competition, the sum of $5,000.00 (Five Thousand United States Dollars), to be forfeited if the report is not filed within the time period specified.

C. If the detailed report is received within the time period specified, is prepared in accordance with generally accepted accounting practice, WAVA shall refund the deposit within thirty days of receipt of the report. In the event that WAVA does not remit said deposit within thirty days WAVA shall pay to the OC interest on all outstanding amounts calculated at one percent (1%) compounded for each calendar month and/or part thereof during which said amount remains outstanding.

27. APPLICABLE LAW

This contract is made pursuant to the laws of the State of New York, United States of America. Any disputes will be resolved through arbitration, using the services of the American Arbitration Association. The arbitration is to take place in Buffalo, NY. The OC will bear the expense of WAVA retaining local Counsel, and the costs of transportation, food and accommodations for one representative, as chosen by WAVA. These expenses will not be reimbursed to the OC regardless of the arbitration decision. The prevailing party will be entitled to be reimbursed for its share of the costs of arbitration.
28. **AMENDMENTS**
Any amendments, corrections, or changes to this contract must be in writing, duly executed by the parties, and appended to this contract.

29. **GENRE REFERENCES**
All references to the masculine gender shall incorporate the feminine gender, and all references to the singular shall include the plural.

30. **PERFORMANCE BOND**
The OC shall provide a performance bond in the sum of Ten Thousand Dollars ($10,000), to be forfeited in the event that any provision of this contract be violated, within thirty days of the signing of this contract. Such violation must be material and remain uncured for thirty days after written notice from WAVA.

31. **DRUG TESTING**
Drug testing, in accordance with WAVA rules, shall be implemented. The OC shall provide the logistical services. WAVA/IAAF shall pay for the cost of the medical team, including their transportation and accommodations. The OC and WAVA shall agree on the number of tests and the OC shall pay for the cost of each specific test performed, up to a maximum of fifty (50) tests.

32. **FOUR MAJEURE**
If the performance by the OC of any obligation or undertaking under this agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this agreement, whether that occurrence is an act of God or public enemy or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by acts of anyone not party to this agreement, then the OC shall be excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence. The parties hereto agree to the terms and conditions above set forth, in the preceding pages.

33. **MEETING ROOMS**
The OC shall provide the following meeting room facilities:
(Meetings to be held at different times)
A. WAVA General Assembly  
   Seating for up to two hundred and fifty delegates and one hundred spectators, for two sessions;
B. WAVA Regional Councils  
   Seating for up to two hundred for one session;
C. WAVA Women's Council  
   Seating for up to two hundred for one session;
D. WAVA Stadia Committee meeting open to the athletes.  
   Seating for up to two hundred for one session;
E. WAVA Stadia Committee, Non-Stadia Committee.  
   Seating for up to fifty for up to three sessions;
Continued

F. Other WAVA Committees.
   Seating for up to fifty for a total of five committee meetings.

G. Team Managers/Heads of Delegations
   Seating for up to two hundred, at the primary track, every day of the
   Championships.

34. INSTANTANEOUS TRANSLATIONS
   The OC shall provide instantaneous translations for all meetings of the WAVA General
   Assembly.
35. CONTACT PERSON.
The OC designates Vito J. Borrello (name) Sales Director
107 Delaware Ave (address) 716-852-0511 (phone) 716-852-0131 (FAX)
as the person to contact regarding all matters pertaining to the conduct of the CHAMPIONSHIPS.

36. TRAVEL AGENTS.
OC acknowledges the WAVA policy of encouraging the use of travel agents. Travel agents are to be guaranteed the standard commission, presently at ten per cent (10%). The OC shall be responsible for all dealings with travel agents. The OC may use a private travel agency but the responsibility for all dealings with travel agencies shall reside with the OC.

WAVA shall present to the OC one year before the start of the Championships a list of authorized travel agents. Only those agents on the list shall be guaranteed the standard commission.

37. TREATMENT OF SPOUSES AND FAMILY.
Spouses and family of competitors shall receive the same transportation privileges as the competitors. They shall not be charged any entry fees to view the competition.

38. AGE DIVISIONS.
Five year age divisions shall be used starting with Women, age 35, and Men, age 40, through the ages of the oldest competitor in each division. In the event that sections shall be used, continuous age and sex groups shall be placed together.

39. TEAM AWARDS.
Team awards shall be determined by WAVA. For the cross-country, marathon, and road walks all competitors from the same country, within the same age grouping, shall be eligible to be a team member. Scoring shall be based on the fastest three cumulative times by each country, in each five year age group. Teams do not have to be declared prior to the start. An individual may compete in a younger age division, but must notify the Clerk of the Course, at least one hour prior to the start of the race.

Relay teams shall be declared at least one hour prior to the start of the race. The age of the youngest member of each team, shall determine the age grouping of the team. Relay teams shall be composed of participants from the same country.

All members of a team must wear a uniform that will clearly denote the country that they are representing.

40. NOTICE BOARD.
The OC shall provide a "Notice Board", prominently displayed, at an easily accessible location, at both the Primary and Secondary Tracks, to be used by the Team Managers/Head of Delegation and WAVA to place notices for the competitors.
41. **RESULTS POSTINGS**

As soon as possible, and not more than twenty-four hours after an event has been completed, the complete results of the events held within the past twenty-four hours, are to be posted at an easily accessible location at the Primary Track and also at the Central Headquarters.

DATED: **Fifth day of August, 1993**

APPROVED AND ACCEPTED on behalf of the Organizing Committee, executed at Greater Buffalo Convention and Visitors Bureau, Inc. as agent for a corporation to be formed.

\[Signature\]  
**Vice President**

\[Signature\]  
**Treasurer or Secretary**

APPROVED AND ACCEPTED ON behalf of the WORLD ASSOCIATION OF VETERAN ATHLETES, subject to the WAVA GENERAL ASSEMBLY awarding the event to

\[Signature\]  
**PRESIDENT, WAVA**  
\[Signature\]  
**SECRETARY, WAVA**

\[Signature\]  
**TREASURER, WAVA**