

## CONTRACT

CONTRACT made this *10th day of April, 1996*, between the WORLD ASSOCIATION OF VETERAN ATHLETES (hereinafter referred to as "WAVA") and *S.A. Veterans Athletics*, the Organizing Committee (hereinafter referred to as the "OC").

WHEREAS, the OC wishes to promote the *1997 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, By-Laws, and Rules of Competition 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 stage the Championships in accordance with the following terms and conditions:

### **1. COMPOSITION OF THE ORGANIZING COMMITTEE**

The OC consists of the following individuals:

NAME	TITLE	ORGANIZATION
<u>Monty Hacker</u>	<u>Chairman &amp; President</u>	<u>SAVA (SA Veterans Athletics)</u>
<u>Basil Carnie</u>	<u>Vice-President</u>	<u>SAVA</u>
<u>Willy Ward</u>	<u>P.R.O.</u>	<u>SAVA</u>
<u>Paul Geldenhuys</u>	<u>City Coucil Representative</u>	<u>SAVA</u>
<u>Harry Naidu</u>	<u>Vice Chairman of LOC &amp; Director of Sports</u>	<u>City of Durban</u>

### **2. WAVA SANCTIONING AUTHORITY**

The OC recognizes and accepts WAVA as the sole world administrative 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, By-Laws and Rules of Competition 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 *Durban*, Province of *Natal*, in *South Africa*, between the dates of *17th July 1997*, and *27th July, 1997*, 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: *New all-weather track, Kings Park, Durban*

Secondary Athletic Track: *All-weather track, Kings Park, Durban*

Additional Tracks: *Grass warm-up tracks on adjacent rugby and soccer fields*

Cross Country Venue: *Durban*

Marathon Venue: *Durban*

Road Racewalk Venue: *Durban*

Practice Facilities: *Grass tracks adjacent to all-weather tracks*

Written confirmation for the use of these facilities on the dates specified has been obtained from the *Durban Transitional Metropolitan Council (DMC)*. A copy of this confirmation is attached hereto as Exhibit "B", and is incorporated herein by reference. Exhibit "B" to follow.

### **4. LIGHTING FACILITIES**

Lighting facilities shall be provided at the Main 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 of any 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, By-Laws and Rules of Competition 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, including heats, in accordance with IAAF Rules.

## 9. ACCOMMODATIONS

The OC guarantees housing accommodations of 12,000 beds, within a radius of 15 kilometers from the main stadium.

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 ranges. 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.

	Number hotels	Number of beds	Number per room	Minimum Price	Maximum Price	Meals
Luxury Hotels	<u>3</u>	<u>1.000</u>	<u>2</u>	<u>R450.00</u>	<u>R600.00</u>	<u>bed/breakfast</u>
Second Class Hotels	<u>8</u>	<u>2.000</u>	<u>2</u>	<u>R300.00</u>	<u>R350.00</u>	<u>bed/breakfast</u>
Economy Class Hotels	<u>12</u>	<u>5.000</u>	<u>2</u>	<u>R150.00</u>	<u>R200.00</u>	<u>dinner/bed/ breakfast</u>
Dormitory Housing	<u>3 units</u>	<u>3.000</u>	<u>2</u>	<u>R100.00</u>	<u>R120.00</u>	<u>meals extra</u>
Private Homes	<u>500 units</u>	<u>1.000</u>	<u>2</u>	<u>R100.00</u>	<u>R120.00</u>	<u>bed/breakfast</u>

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. Exhibit "D" to follow.

The OC shall maintain a housing office for the Championships.

## 10. TRANSPORTATION

The OC will provide free shuttle bus and/or trolley transportation from the accommodations, other than private housing, listed in paragraph 9, 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 wilfully intentional act of WAVA, its officers, employees, agents or members

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

Sale of rights to televise and/or film the championships shall be the exclusive property of WAVA, who shall forward to the OC within fourteen days of completion, a copy of such contract(s).

If WAVA locates the party to whom WAVA sells said right, then WAVA shall remit to the OC thirty-three and one third percent (33 1/3%) of all sums received from the sale of the rights to televise and/or film the Championships within thirty days of the receipt of said sums.

If the OC locates and introduces WAVA to the party to whom WAVA sells said rights, WAVA shall remit to the OC fifty percent (50%) of all sums received from the sale of said rights within thirty days of the receipt of said sums. Video rights are not considered to be television or film rights.

## **13. ENTRY FEES**

The OC shall charge a maximum entry fee, in United States dollars in the following amounts:

First event:	\$30.00	
Next four events	\$10.00	(per each event)
Each additional event	\$20.00	
Each multi-event	\$30.00	

## **14. WAVA COMPETITOR ASSESSMENT**

On behalf of WAVA, the OC shall collect, as noted on the entry form, from each entrant a WAVA fee of \$15.00 (*Fifteen United States Dollars*), except as agreed in appendix, 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 and their spouses (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 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.

The OC shall provide single room housing accommodations (single rooms) for the WAVA Council (maximum of 15 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 he/she is in good health; have properly trained for the competition; is sufficiently skilled in the events entered so that he/she is able to comply with all the rules of competition; and, that he/she presents 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 he/she 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, By-Laws, and Rules of Competition.

## **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.

The OC shall hold WAVA harmless from any liability for debts or other liabilities, including attorney fees and costs, that WAVA may incur concerning the Championships.

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 at the meeting of the WAVA Council the year before the Championships, 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. WAVA shall be the final determinant of all competition courses.

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 on any route on which the competitors run in (this does not preclude traffic in the opposite lane);
- 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, and is in acceptable form, as determined by the WAVA Treasurer, 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 per cent (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 South Africa. Any disputes will be resolved through arbitration. The arbitrator shall be appointed by the Chairman of the Durban Bar Council and the arbitrator shall be a Senior Counsel. The arbitration is to take place in Durban. 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. GENDER REFERENCES**

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

## **30. DRUG TESTING**

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

### **31. FOURE 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 force, 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:

### **32. MEETING ROOMS**

The OC shall provide the following meeting room facilities:

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 Assembly.

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 Non-Stadia Committee.

Seating for up to one hundred for up to three sessions;

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.

### **33. SIMULTANEOUS TRANSLATIONS**

The OC shall provide instantaneous translation for all meetings of the WAVA General Assembly in the English, Spanish, and French languages.

### **34. CONTACT PERSON.**

The OC designates *Monty Hacker, P.O. Box 2102 Johannesburg 2000; Phone (011) 3371263; Fax (011) 336 9077*; as the person to contact regarding all matters pertaining to the conduct of the CHAMPIONSHIPS.

### **35. TVOs**

OC acknowledges the WAVA policy of encouraging the use of Traditional Veterans Organizations (TVO) agents. Approved TVOs are to be guaranteed a minimum commission of ten per cent (10%) on housing, or the standard commission, whichever is greater. The TVOs shall deduct their commission from the final payment to the OC for accommodations. The OC shall be responsible for all dealings with TVOs. 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 TVOs. Only those agents on the list shall be guaranteed the standard commission.



**36. 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.

**37. 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, contiguous age and sex groups shall be placed together.

**38. 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.

**39. 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: *10th day of April, 1996*

APPROVED AND ACCEPTED on behalf of the Organizing Committee, executed

at *Johannesburg.*

/s/ \_\_\_\_\_ General Chairman/President/Treasurer

/s/ \_\_\_\_\_ Vice President

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

at \_\_\_\_\_

/s/ \_\_\_\_\_ PRESIDENT, WAVA

/s/ \_\_\_\_\_ TREASURER, WAVA

EXHIBIT "C"

PROPOSED PRELIMINARY BUDGET FOR FOR  
11TH WORLD VETERANS ATHLETICS CHAMPIONSHIPS

Expenses

Administration/Management staff (includes directors, administrative assistant, housing, tours, volunteer co-ordinators and temporaries)	R600 000,00
Meet Director	50 000,00
Admin vehicle running and maintenance costs	20 000,00
Bank Card and Bank Charges	30 000,00
Banners	6 000,00
Banquet for 2000 guests including music and complimentary drinks	100 000,00
Cost of Beer Garden	20 000,00
Opening and closing ceremonies	6 000,00
Competition	200 000,00
Competition Venue Directors	90 000,00
Computer - hardware supplies	90 000,00
Computer - operations	50 000,00
Entry booklet	50 000,00
Insurance	25 000,00
Marketing/Promotion	100 000,00
Championships bid in Japan and including air fares, accommodation, food, video and literature	120 000,00
Medals	75 000,00
Media Centre	5 000,00
Miscellaneous	50 000,00
Office Equipment	75 000,00
Office Rental	35 000,00
Office Supplies	<u>45 000,00</u>
CARRIED FORWARD	R1 842 000,00

BROUGHT FORWARD	R1 842 000,00
Officials :	
(i) Training	250 000,00
(ii) Housing	250 000,00
(iii) Food	250 000,00
(iv) Clothing	100 000,00
Photographer	75 000,00
Printing & Stationery	125 000,00
Registration	7 500,00
Security	20 000,00
Transportation Shuttle for officials and WAVA Executive	200 000,00
Printing of programs	50 000,00
Signs and signage	20 000,00
Telephone	50 000,00
Timing and provision for housing of electronic timing staff	75 000,00
Cost of tours for WAVA Executive preceding and during Championships	250 000,00
WAVA Rights fee	45 000,00
WAVA Council housing and meals	75 000,00
WAVA Council site visits including air fares	50 000,00
Estimated cost of providing shuttle service for athletes based on a cost of R7,00 per athlete per day for say 14 days	<u>500 000,00</u>
	R4 234 500,00 =====

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PROVISIONAL ANTICIPATED INCOME BUDGET FOR  
11TH WORLD VETERAN ATHLETICS CHAMPIONSHIPS

Income

Banquet (2 000 guests at U.S.\$25,00 per person	R168 000,00
Beer Garden	10 000,00
Entries (6 000 at an average of U.S.\$50,00 per person)	1 008 000,00
Gate receipts for 10 days at R3 000,00 per day	30 000,00
Housing administration being commission on bookings from hotels and residences (based on say 10% of gross accommodation charges for approximately 10 000 visitors at an average accommodation charge of R30,00 per person per day = R3 000 000,00)	300 000,00
Interest earned on entry fees and accommodation pre-payments held in advance	100 000,00
Marketing of merchandise/wearing apparel in the form of T-shirts and other clothing (minimum of 6 000 T-shirts to be sold at U.S.\$20,00 per shirt)	403 200,00
Miscellaneous	10 000,00
Program sales (minimum of 6 000 programs at U.S.\$15,00 per program)	302 400,00
Results booklet sales (estimated at 4 000 at U.S.\$10,00 per booklet)	134 400,00
Sponsors - cash (for gold medals)	120 000,00
Sponsors - in kind (gold medals)	300 000,00
Sponsors - cash (silver and bronze medals)	65 000,00
Sponsors - in kind (silver and bronze medals)	130 000,00
Tour revenue being anticipated commissions to be earned	250 000,00
Vendors for vending rights at site	10 000,00
Athletes levy contribution towards cost of shuttle bus service calculated at say U.S.\$20,00 per 6 000 athletes	<u>400 000,00*</u>
CARRIED FORWARD	3 741 000,00

BROUGHT FORWARD

3 741 000,00

Additional sponsorships to be arranged  
by Durban Unlimited from local business  
houses and including advertising income  
in program & results booklet -  
approximately

1 000 000,00

R4 741 000,00

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\*This levy may be capable of being reduced substantially or  
waived entirely depending upon the quantum of the funding  
actually provided by Durban Unlimited (estimated to be  
R1 000 000,00).

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CONTRACT

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WHEREAS, the OC wishes to promote the 1997 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, By-Laws, and Rules of Competition 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").

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The OC consists of the following individuals:

NAME	TITLE	ORGANIZATION
<u>Monty Hacker</u>	<u>Chairman &amp; President</u>	<u>L.O.C. and SAVA (SA Veterans Athletics)</u>
<u>Basil Carnie</u>	<u>Vice-President</u>	<u>SAVA and L.O.C.</u>
<u>Willy Ward</u>	<u>P.R.O.</u>	<u>SAVA and L.O.C.</u>
<u>Paul Geldenhuys</u>	<u>City Council Representative</u>	<u><del>SAVA</del> City of Durban and L.O.C</u>
<u>Harry Naidu</u>	<u>Vice Chairman of LOC &amp; Director of Sports</u>	<u>City of Durban and L.O.C.</u>

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The OC recognizes and accepts WAVA as the sole world administrative 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.

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*Handwritten initials/signature*

### **3. DATE AND LOCATION OF THE CHAMPIONSHIPS**

The Championships are to be held in and around the City of *Durban*, Province of *Natal*, in *South Africa*, between the dates of *17th July 1997*, and *27th July, 1997*, 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: *New all-weather track, Kings Park, Durban*

Secondary Athletic Track: *All-weather track, Kings Park, Durban*

Additional Tracks: *Grass warm-up tracks on adjacent rugby and soccer fields*

Cross Country Venue: *Durban*

Marathon Venue: *Durban*

Road Racewalk Venue: *Durban*

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Written confirmation for the use of these facilities on the dates specified has been obtained from the *Durban Transitional Metropolitan Council (DMC)*. A copy of this confirmation is attached hereto as Exhibit "B", and is incorporated herein by reference. Exhibit "B" to follow.

### **4. LIGHTING FACILITIES**

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

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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.

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**8. AUTOMATIC TIMING**

Fully automatic electrical timing equipment shall be used for all track races, including heats, in accordance with IAAF Rules.

**9. ACCOMMODATIONS**

The OC guarantees housing accommodations of 12,000 beds, within a radius of 15 kilometers from the main stadium.

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 ranges. 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.

	Number hotels	Number of beds	Number per room	Minimum Price	Maximum Price	Meals
Luxury Hotels	3	1,000	2	<del>R500</del> R450.00	R600.00	bed/breakfast
<del>3rd &amp; 4th class</del> Second Class Hotels	<del>8</del>	2,000	2	R170 R200.00	R385 R350.00	bed/breakfast
<del>including 15</del> Economy Class Hotels	<del>12</del>	5,000	2	R150.00	R200.00	dinner/bed/ breakfast
Dormitory Housing	3 units	3,000	2	R100.00	220 R120.00	including coffee meals extra on D.D.
Private Homes	500 units	1,000	2	R100.00	R120.00	bed/breakfast

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. Exhibit "D" to follow.

The OC shall maintain a housing office for the Championships.

**10. TRANSPORTATION**

The OC will provide free shuttle bus and/or trolley transportation from the accommodations, other than private housing, listed in paragraph 9, 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.

Handwritten signature and initials in the bottom right corner of the page.



## 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 wilfully intentional act of WAVA, its officers, employees, agents or members

In the event of any such loss, damage or injury resulting from the negligence of WAVA, its officers, employees, agents or members, the negligent party shall be entitled to all indemnification and protection from insurance policies purchased for that purpose sufficient to prevent indemnification or protection directly from the OC funds. *but not for claims for loss, damage or injury resulting from the wilfully intentional act of WAVA, its officers, employees, agents or members.*

Said insurance policy shall be issued by an insurance company acceptable to WAVA, naming the OC, WAVA and the IAAF as co-insurers. 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 the 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.

Sale of rights to televise and/or film the championships shall be the exclusive property of WAVA, who shall forward to the OC within fourteen days of completion, a copy of such contract(s).

If WAVA locates the party to whom WAVA sells said right, then WAVA shall remit to the OC thirty-three and one third percent (33 1/3%) of all sums received from the sale of the rights to televise and/or film the Championships within thirty days of the receipt of said sums.

If the OC locates and introduces WAVA to the party to whom WAVA sells said rights, WAVA shall remit to the OC fifty percent (50%) of all sums received from the sale of said rights within thirty days of the receipt of said sums. Video rights are not considered to be television or film rights.

## 13. ENTRY FEES

The OC shall charge a maximum entry fee, in United States dollars in the following amounts:

First event:	\$30.00
Next four events	\$10.00 (per each event)
Each additional event	\$20.00
Each multi-event	\$30.00

## 14. WAVA COMPETITOR ASSESSMENT

On behalf of WAVA, the OC shall collect, as noted on the entry form, from each entrant a WAVA fee of \$15.00 (Fifteen United States Dollars), except as agreed in appendix, 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.

*S.A.V.A. athletes competing in Marathon only to pay WAVA fee of U.S. \$ 5.00 and not US \$ 15.00.*

### **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 and their spouses (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 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.

The OC shall provide single room housing accommodations (single rooms) for the WAVA Council (maximum of 15 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 he/she is in good health; have properly trained for the competition; is sufficiently skilled in the events entered so that he/she is able to comply with all the rules of competition; and, that he/she presents 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 he/she 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, By-Laws, and Rules of Competition.

## **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.

The OC shall hold WAVA harmless from any liability for debts or other liabilities, including attorney fees and costs, that WAVA may incur concerning the Championships.

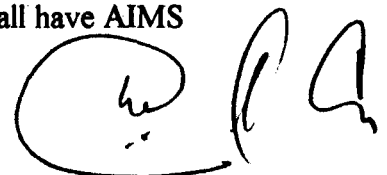
WAVA shall be solely responsible for any debts that WAVA may incur not connected with these Championships.

## **24. PRESENTATION OF AWARDS, OPENING AND CLOSING CEREMONIES**

WAVA, in consultation with the OC at the meeting of the WAVA Council the year before the Championships, 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. WAVA shall be the final determinant of all competition courses.



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 on any route on which the competitors run in (this does not preclude traffic in the opposite lane);
- 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, and is in acceptable form, as determined by the WAVA Treasurer, 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 per cent (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 South Africa. Any disputes will be resolved through arbitration. The arbitrator shall be appointed by the Chairman of the Durban Bar Council and the arbitrator shall be a Senior Counsel. The arbitration is to take place in Durban. 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. GENDER REFERENCES**

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

## **30. DRUG TESTING**

Drug testing, in accordance with IAAF/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 shall pay for the cost of each specific test performed, up to a maximum of fifty (50) tests.

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**31. FOURE 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 force, 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:

**32. MEETING ROOMS**

The OC shall provide the following meeting room facilities:

- 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 Assembly.  
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 Non-Stadia Committee.  
Seating for up to one hundred for up to three sessions;
- 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.

**33. SIMULTANEOUS TRANSLATIONS**

The OC shall provide instantaneous translation for all meetings of the WAVA General Assembly in the English, Spanish, and French languages.

**34. CONTACT PERSON.**

The OC designates *Monty Hacker, P.O. Box 2102 Johannesburg 2000; Phone (011) 336 9077*; as the person to contact regarding all matters pertaining to the conduct of the CHAMPIONSHIPS.

483-3313  
 483-3392  
 DC

**35. TVOs**

~~OC acknowledges the WAVA policy of encouraging the use of Traditional Veterans Organizations (TVO) agents. Approved TVOs are to be guaranteed a minimum commission of ten per cent (10%) on housing, or the standard commission, whichever is greater. The TVOs shall deduct their commission from the final payment to the OC for accommodations. The OC shall be responsible for all dealings with TVOs. 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 TVOs. Only those agents on the list shall be guaranteed the standard commission.

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**36. 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.

**37. 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, contiguous age and sex groups shall be placed together.

**38. 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.

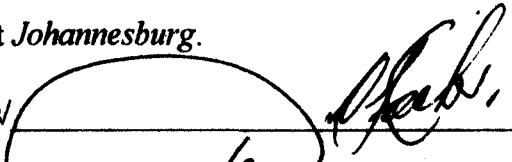
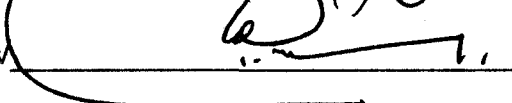
**39. RESULTS POSTINGS.**

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: 10th day of April, 1996

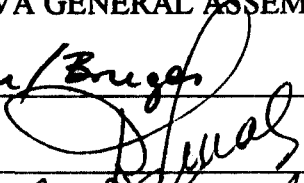
APPROVED AND ACCEPTED on behalf of the Organizing Committee, executed


at Johannesburg.


/s/  General Chairman/President/Treasurer  
 /s/  Vice President

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

at Durban/Burgers

/s/  PRESIDENT, WAVA

/s/  TREASURER, WAVA

 SECRETARY WAVA



★★★★

## 12 T.V. and Film Rights

The provisions of Paragraph 12.  
are declared to apply only to International  
T.V. and Film rights and not to local and  
National rights created or granted by  
the H.O.C. for exhibition within the Republic  
of South Africa.

Q

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CONTRACT

DRAFT

CONTRACT made this 10th day of April, 1996, between the WORLD ASSOCIATION OF VETERAN ATHLETES (hereinafter referred to as "WAVA") and S.A. Veterans Athletics, the Organizing Committee (hereinafter referred to as the "OC").

WHEREAS, the OC wishes to promote the <sup>Contract</sup> 1997 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:

NAME	TITLE	ORGANIZATION
<u>Basil Carnie</u>	<u>Vice-President</u>	<u>SAVA</u>
<u>Monty Hacker</u>	<u>Chairman &amp; President</u>	<u>SAVA</u>
<u>Willy Ward</u>	<u>P.R.O.</u>	<u>SAVA</u>
<u>Paul Geldenhuys</u>	<u>OC Stadia Executive</u>	<u>SAVA</u>
<u>Harry Naidu</u>	<u>City Council Representative</u> <u>&amp; Director of Sports</u>	<u>Vice-Chairman of OC</u>

2. WAVA SANCTIONING AUTHORITY

The OC recognizes and accepts WAVA as the sole world administrative 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 *Durban*, Province of *Natal*, in *South Africa*, between the dates of *17th July 1996*, and *27th July, 1996*, 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: *New all-weather track, Kings Park, Durban*

Secondary Athletic Track: *Old all-weather track, Kings Park, Durban*

Additional Tracks: *Grass warm-up tracks on adjacent rugby and soccer fields*

Cross Country Venue: *Durban*

Marathon Venue: *Durban*

Road Racewalk Venue: *Durban*

Practice Facilities: *Grass tracks adjacent to all-weather tracks*

Written confirmation for the use of these facilities on the dates specified has been obtained from the *Durban Transitional Metropolitan Council (DMC)*. A copy of this confirmation is attached hereto as Exhibit "B", and is incorporated herein by reference. Exhibit "B" to follow.

#### **4. LIGHTING FACILITIES**

Lighting facilities shall be provided at the Primary and Secondary track sufficient to provide for competition to be held before sunrise 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 of any 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, including heats, in accordance with IAAF Rules.

#### **9. ACCOMMODATIONS**

The OC guarantees housing accommodations of 10,000 beds, within a radius of 15 kilometers from the main stadium.

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, in accordance with the entry booklet.

	Number hotels	Number of beds	Number per room	Minimum Price	Maximum Price	Meals
Luxury Hotels	<u>3</u>	<u>1,000</u>	<u>2</u>	<u>R450.00</u>	<u>R600.00</u>	<u>bed/breakfast</u>
Second Class Hotels	<u>8</u>	<u>2,000</u>	<u>2</u>	<u>R300.00</u>	<u>R350.00</u>	<u>bed/breakfast</u>
Economy Class Hotels	<u>12</u>	<u>5,000</u>	<u>2</u>	<u>R150.00</u>	<u>R200.00</u>	<u>dinner/bed/ breakfast</u>
Dormitory Housing	<u>3 units</u>	<u>3,000</u>	<u>2</u>	<u>R100.00</u>	<u>R120.00</u>	<u>meals extra</u>
Private Homes	<u>500 units</u>	<u>1,000</u>	<u>2</u>	<u>R100.00</u>	<u>R120.00</u>	<u>bed/breakfast</u>

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. Exhibit "D" to follow.

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

#### **10. TRANSPORTATION**

The OC will provide free shuttle bus and/or trolley transportation from the accommodations, other than private housing, listed in paragraph 8, 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 wilfully intentional act of WAVA, its officers, employees, agents or members

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

Sale of rights to televise and/or film the championships shall be the exclusive property of WAVA, who shall forward to the OC within fourteen days of completion, a copy of such contract(s).

If WAVA locates the party to whom WAVA sells said right, then WAVA shall remit to the OC thirty three and one third percent (33 1/3%) of all sums received from the sale of the rights to televise and/or film the Championships within thirty days of the receipt of said sums.

If the OC locates and introduces WAVA to the party to whom WAVA sells said rights, WAVA shall remit to the OC fifty percent (50%) of all sums received from the sale of said rights within thirty days of the receipt of said sums. Video rights are not considered to be television or film rights.

## **13. ENTRY FEES**

The OC shall charge an maximum entry fee, in United States dollars in the following amounts:

First event:	\$30.00
Next four events	\$10.00 (per each event)
Each additional event	\$17.00

## **14. WAVA COMPETITOR ASSESSMENT**

On behalf of WAVA, the OC shall collect, as noted on the entry form, from each entrant a WAVA fee of \$15.00 (Fifteen United States Dollars), except as agreed in appendix, 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.

? — Reference

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 and their spouses (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. *Room for Council?*

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 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.

The OC shall provide single room housing accommodations (single rooms) for the WAVA Council (maximum of 15 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.

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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, By-Laws, and Rules of Competition.

## **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.

The OC shall hold WAVA harmless from any liability for debts or other liabilities, including attorney fees and costs, that WAVA may incur concerning the Championships.

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 at the meeting of the WAVA Council the year before the Championships, 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. WAVA shall be the final determinant of all competition courses.

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 on any route on which the competitors run in (this does not preclude traffic in the opposite lane);
- 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, and is in acceptable form, as determined by the WAVA Treasurer, 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 per cent (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 country hosting the event. Any disputes will be resolved through arbitration. The arbitrator shall be appointed by the Chairman of the Durban Bar Council and the arbitrator shall be a Senior Counsel. The arbitration is to take place in Durban. 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. GENDER REFERENCES**

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

## **30. DRUG TESTING**

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

**31. FOURE 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 force, 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:

**32. MEETING ROOMS**

The OC shall provide the following meeting room facilities: *on the meeting day,*

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 one hundred for up to three sessions;

F. Other WAVA Committees.

Seating for up to fifty for a total of five committee meetings; *Medical, Perks*

G. Team Managers/Heads of Delegations.

Seating for up to two hundred at the primary track, every day of the Championships. *one*

*9A-1P  
EVE.  
1900-2100  
1P-5P*

*500 rooms needed*

**33. SIMULTANEOUS TRANSLATIONS**

The OC shall provide instantaneous translation for all meetings of the WAVA General Assembly in the English, Spanish, and French languages.

**34. CONTACT PERSON.**

*WAVA Contacts Jim, Jacques + Tim*

The OC designates *Monty Hacker*, P.O. Box 2102 Johannesburg 2000; Phone (011) 3371263; Fax (011) 299077; as the person to contact regarding all matters pertaining to the conduct of the CHAMPIONSHIPS.

**35. TVOs**

OC acknowledges the WAVA policy of encouraging the use of Traditional Veterans Organizations (TVO) agents. Approved TVOs are to be guaranteed a minimum commission of ten per cent (10%) or the standard commission, whichever is greater. The TVOs shall deduct their commission from the final payment to the OC for accommodations. The OC shall be responsible for all dealings with TVOs. 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 TVOs. Only those agents on the list shall be guaranteed the standard commission.

**36. 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.

**37. 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, contiguous age and sex groups shall be placed together.

**38. 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.

**39. 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: *10th day of April, 1996*

APPROVED AND ACCEPTED on behalf of the Organizing Committee, executed  
at *Johannesburg.*

/s/ \_\_\_\_\_ General Chairman/President/Treasurer

/s/ \_\_\_\_\_ Vice President

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

at \_\_\_\_\_

/s/ \_\_\_\_\_ PRESIDENT, WAVA

/s/ \_\_\_\_\_ SECRETARY, WAVA

*Will follow Technical manual*



### CONTRACT

CONTRACT made this *10th day of April, 1996*, between the WORLD ASSOCIATION OF VETERAN ATHLETES (hereinafter referred to as "WAVA") and *S.A. Veterans Athletics*, the Organizing Committee (hereinafter referred to as the "OC").

WHEREAS, the OC wishes to promote the *1997 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, By-Laws, and Rules of Competition 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 stage the Championships in accordance with the following terms and conditions:

#### 1. **COMPOSITION OF THE ORGANIZING COMMITTEE**

The OC consists of the following individuals:

NAME	TITLE	ORGANIZATION
<i>Monty Hacker</i>	<i>Chairman &amp; President</i>	<i>SAVA (SA Veterans Athletics)</i>
<i>Basil Carnie</i>	<i>Vice-President</i>	<i>SAVA</i>
<i>Willy Ward</i>	<i>P.R.O.</i>	<i>SAVA</i>
<i>Paul Geldenhuys</i>	<i>City Coucil Representative</i>	<i>SAVA</i>
<i>Harry Naidu</i>	<i>Vice Chairman of LOC &amp; Director of Sports</i>	<i>City of Durban</i>

#### 2. **WAVA SANCTIONING AUTHORITY**

The OC recognizes and accepts WAVA as the sole world administrative 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, By-Laws and Rules of Competition 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 *Durban*, Province of *Natal*, in *South Africa*, between the dates of *17th July 1997*, and *27th July, 1997*, 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: *New all-weather track, Kings Park, Durban*

Secondary Athletic Track: *All-weather track, Kings Park, Durban*

Additional Tracks: *Grass warm-up tracks on adjacent rugby and soccer fields*

Cross Country Venue: *Durban*

Marathon Venue: *Durban*

Road Racewalk Venue: *Durban*

Practice Facilities: *Grass tracks adjacent to all-weather tracks*

Written confirmation for the use of these facilities on the dates specified has been obtained from the *Durban Transitional Metropolitan Council (DMC)*. A copy of this confirmation is attached hereto as Exhibit "B", and is incorporated herein by reference. Exhibit "B" to follow.

### **4. LIGHTING FACILITIES**

Lighting facilities shall be provided at the Main 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 of any 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, By-Laws and Rules of Competition 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, including heats, in accordance with IAAF Rules.

## 9. ACCOMMODATIONS

The OC guarantees housing accommodations of 12,000 beds, within a radius of 15 kilometers from the main stadium.

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 ranges. 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.

	Number hotels	Number of beds	Number per room	Minimum Price	Maximum Price	Meals
Luxury Hotels	<u>3</u>	<u>1.000</u>	<u>2</u>	<u>R450,00</u>	<u>R600,00</u>	<u>bed/breakfast</u>
Second Class Hotels	<u>8</u>	<u>2.000</u>	<u>2</u>	<u>R300,00</u>	<u>R350,00</u>	<u>bed/breakfast</u>
Economy Class Hotels	<u>12</u>	<u>5.000</u>	<u>2</u>	<u>R150,00</u>	<u>R200,00</u>	<u>dinner/bed/ breakfast</u>
Dormitory Housing	<u>3 units</u>	<u>3.000</u>	<u>2</u>	<u>R100,00</u>	<u>R120,00</u>	<u>meals extra</u>
Private Homes	<u>500 units</u>	<u>1.000</u>	<u>2</u>	<u>R100,00</u>	<u>R120,00</u>	<u>bed/breakfast</u>

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. Exhibit "D" to follow.

The OC shall maintain a housing office for the Championships.

## 10. TRANSPORTATION

The OC will provide free shuttle bus and/or trolley transportation from the accommodations, other than private housing, listed in paragraph 9, 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 wilfully intentional act of WAVA, its officers, employees, agents or members

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

Sale of rights to televise and/or film the championships shall be the exclusive property of WAVA, who shall forward to the OC within fourteen days of completion, a copy of such contract(s).

If WAVA locates the party to whom WAVA sells said right, then WAVA shall remit to the OC thirty-three and one third percent (33 1/3%) of all sums received from the sale of the rights to televise and/or film the Championships within thirty days of the receipt of said sums.

If the OC locates and introduces WAVA to the party to whom WAVA sells said rights, WAVA shall remit to the OC fifty percent (50%) of all sums received from the sale of said rights within thirty days of the receipt of said sums. Video rights are not considered to be television or film rights.

## **13. ENTRY FEES**

The OC shall charge a maximum entry fee, in United States dollars in the following amounts:

First event:	\$30.00
Next four events	\$10.00 (per each event)
Each additional event	\$20.00
Each multi-event	\$30.00

## **14. WAVA COMPETITOR ASSESSMENT**

On behalf of WAVA, the OC shall collect, as noted on the entry form, from each entrant a WAVA fee of \$15.00 (*Fifteen United States Dollars*), except as agreed in appendix, 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.

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- i. The time of day the event is held;
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Seating for up to two hundred for one session;

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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 Non-Stadia Committee.

Seating for up to one hundred for up to three sessions;

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Seating for up to fifty for a total of five committee meetings;

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Seating for up to two hundred at the primary track, every day of the Championships.

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The OC shall provide instantaneous translation for all meetings of the WAVA General Assembly in the English, Spanish, and French languages.

### **34. CONTACT PERSON.**

The OC designates *Monty Hacker, P.O. Box 2102 Johannesburg 2000; Phone (011) 3371263; Fax (011) 336 9077*; as the person to contact regarding all matters pertaining to the conduct of the CHAMPIONSHIPS.

### **35. TVOs**

OC acknowledges the WAVA policy of encouraging the use of Traditional Veterans Organizations (TVO) agents. Approved TVOs are to be guaranteed a minimum commission of ten per cent (10%) on housing, or the standard commission, whichever is greater. The TVOs shall deduct their commission from the final payment to the OC for accommodations. The OC shall be responsible for all dealings with TVOs. 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 TVOs. Only those agents on the list shall be guaranteed the standard commission.



**36. 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.

**37. 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, contiguous age and sex groups shall be placed together.

**38. 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.

**39. 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: *10th day of April, 1996*

APPROVED AND ACCEPTED on behalf of the Organizing Committee, executed  
at *Johannesburg.*

/s/ \_\_\_\_\_ General Chairman/President/Treasurer

/s/ \_\_\_\_\_ Vice President

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

at \_\_\_\_\_

/s/ \_\_\_\_\_ PRESIDENT, WAVA

/s/ \_\_\_\_\_ TREASURER, WAVA

EXHIBIT "C"

PROPOSED PRELIMINARY BUDGET FOR FOR  
11TH WORLD VETERANS ATHLETICS CHAMPIONSHIPS

Expenses

Administration/Management staff (includes directors, administrative assistant, housing, tours, volunteer co-ordinators and temporaries)	R600 000,00
Meet Director	50 000,00
Admin vehicle running and maintenance costs	20 000,00
Bank Card and Bank Charges	30 000,00
Banners	6 000,00
Banquet for 2000 guests including music and complimentary drinks	100 000,00
Cost of Beer Garden	20 000,00
Opening and closing ceremonies	6 000,00
Competition	200 000,00
Competition Venue Directors	90 000,00
Computer - hardware supplies	90 000,00
Computer - operations	50 000,00
Entry booklet	50 000,00
Insurance	25 000,00
Marketing/Promotion	100 000,00
Championships bid in Japan and including air fares, accommodation, food, video and literature	120 000,00
Medals	75 000,00
Media Centre	5 000,00
Miscellaneous	50 000,00
Office Equipment	75 000,00
Office Rental	35 000,00
Office Supplies	<u>45 000,00</u>
CARRIED FORWARD	RI 842 000,00

BROUGHT FORWARD	R1 842 000,00
Officials :	
(i) Training	250 000,00
(ii) Housing	250 000,00
(iii) Food	250 000,00
(iv) Clothing	100 000,00
Photographer	75 000,00
Printing & Stationery	125 000,00
Registration	7 500,00
Security	20 000,00
Transportation Shuttle for officials and WAVA Executive	200 000,00
Printing of programs	50 000,00
Signs and signage	20 000,00
Telephone	50 000,00
Timing and provision for housing of electronic timing staff	75 000,00
Cost of tours for WAVA Executive preceding and during Championships	250 000,00
WAVA Rights fee	45 000,00
WAVA Council housing and meals	75 000,00
WAVA Council site visits including air fares	50 000,00
Estimated cost of providing shuttle service for athletes based on a cost of R7,00 per athlete per day for say 14 days	<u>500 000,00</u>
	R4 234 500,00
	=====

PROVISIONAL ANTICIPATED INCOME BUDGET FOR  
11TH WORLD VETERAN ATHLETICS CHAMPIONSHIPS

Income

Banquet (2 000 guests at U.S.\$25,00 per person	R168 000,00
Beer Garden	10 000,00
Entries (6 000 at an average of U.S.\$50,00 per person)	1 008 000,00
Gate receipts for 10 days at R3 000,00 per day	30 000,00
Housing administration being commission on bookings from hotels and residences (based on say 10% of gross accommodation charges for approximately 10 000 visitors at an average accommodation charge of R30,00 per person per day = R3 000 000,00)	300 000,00
Interest earned on entry fees and accommodation pre-payments held in advance	100 000,00
Marketing of merchandise/wearing apparel in the form of T-shirts and other clothing (minimum of 6 000 T-shirts to be sold at U.S.\$20,00 per shirt)	403 200,00
Miscellaneous	10 000,00
Program sales (minimum of 6 000 programs at U.S.\$15,00 per program)	302 400,00
Results booklet sales (estimated at 4 000 at U.S.\$10,00 per booklet)	134 400,00
Sponsors - cash (for gold medals)	120 000,00
Sponsors - in kind (gold medals)	300 000,00
Sponsors - cash (silver and bronze medals)	65 000,00
Sponsors - in kind (silver and bronze medals)	130 000,00
Tour revenue being anticipated commissions to be earned	250 000,00
Vendors for vending rights at site	10 000,00
Athletes levy contribution towards cost of shuttle bus service calculated at say U.S.\$20,00 per 6 000 athletes	<u>400 000,00*</u>
CARRIED FORWARD	3 741 000,00

BROUGHT FORWARD

3 741 000,00

Additional sponsorships to be arranged  
by Durban Unlimited from local business  
houses and including advertising income  
in program & results booklet -  
approximately

1 000 000,00

R4 741 000,00

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\*This levy may be capable of being reduced substantially or  
waived entirely depending upon the quantum of the funding  
actually provided by Durban Unlimited (estimated to be  
R1 000 000,00).

## AGREEMENT WAVA COUNCIL/DURBAN LOC

**1. TVO DEFINITION.** TVOs (Traditional Veterans Organizations) arrange for the travel and accommodations of National Groups to the WAVA Championships. There can be several TVOs in a particular country. The WAVA General Secretary keeps an official list of recognized TVOs. This list can be modified only by the General Secretary.

**2. PRIORITY FOR BOOKINGS.** TVOs are to receive an exclusive priority to send in their requests for accommodations bookings from May 1st to September 30, 1996. During this period, bookings for any individuals or travel agents not recognized as a TVO by WAVA ~~is~~ <sup>are</sup> not to be accepted.

**3. ROOMING LISTS & DEPOSITS.** First rooming list (for informational purposes) from TVOs must be received by October 1, 1996. Second (binding) rooming list and deposit of 20% due by Dec. 1st. Updated rooming list and deposit of an additional 30% (50% total) due by Mar. 1st. Final rooming list and balance of payment due by June 15, 1996.

**4. PRICES.** Room rates for the TVOs must be guaranteed to be the lowest the LOC can offer to any travel agency or individual. TVOs must receive ~~at least~~ 10% discount on this lowest rate. *net of VAT and levy for beds*

**5. REFUND SCHEDULE.** Cancellation penalty as follows:

From Dec. 1 - February 28: Full refund, less \$10 per room administration fee.

March 1 - June 15: \$50 per room cancellation fee.

June 16 - July 4: \$100 per room cancellation fee.

After July 4: No refund.

Note--Modification or substitution of names on the TVOs' rooming lists is not to be considered a cancellation. Cancellation refers only to the actual dropping of rooms from the TVO's listing.

**6. COMPETITORS USING TVOs.** The Entry Booklet will make it clear that those athletes using a TVO ~~will~~ <sup>must</sup> not follow the Accommodations Procedures directed at individuals outlined in the Entry Booklet.

**7. TVO VISITS TO DURBAN.** A representative from the LOC will be available to assist TVO delegates in surveying Durban hotel properties when they visit prior to making their bookings.

**8. PAYMENT TO TVOs.** Upon final payment to the LOC for housing, TVOs are authorized to deduct the 10% discount, less any cancellation fees incurred in the prior months.