

**Contractual Agreement ( Agreement)**

between

**International Windsurfing Association Ltd. (SA)**

**& the Tour Promoter (TP)**

to stage the

.....(Tour)



**1. General Terms**

**1.01** This agreement is only valid if executed by the **TP** and received & authorised by the **SA** not later than 60 days prior to the first day of the first regatta on this tour as set out in Appendix 1. This agreement...

- a) is in force for one year from the date of its authorization by the **SA** and may be amended only in writing, signed by both parties thereto;
- b) permits the Tour Promoter (**TP**) as specified in Art # 4 to promote .... (#) regattas only which are scheduled in Appendix 1 and together constitute "this tour";
- c) specifically and completely excludes this **TP** from any rights to any class continental or world championship, which the **SA**, for and on behalf of a class, may establish with a **local organiser** within the continent or region covered by this tour.

**1.02** The **TP** will act as a license holder of the **SA** and will be responsible and authorized to take relevant decisions for the proper execution and control of this tour.

**1.03** The **TP** will fully consult the **SA** on matters regarding the proper execution of this tour and its individual regattas.

**1.04** All notices required under this agreement shall be in writing, be certified by mail and addressed as set forth in the opening paragraphs of this agreement.

**1.05** No party shall be deemed liable for damage due to the non-performance directly attributed to circumstances commonly defined as "force majeure".

**1.06** The benefits and obligations set forth in this agreement shall ensure to the benefit of and shall be binding only upon the party and not be assignable by any party either directly or indirectly.

**1.07** This agreement does not constitute any party as the agent or legal representative of the other for any purpose whatsoever. No joint venture or partnership between the parties hereto is intended or shall be inferred.

**1.08** In the event that any party shall at any time waive any of its rights or obligations under this agreement, such waiver shall not be construed as a continuing waiver of the same rights or obligations, nor as a waiver of any other rights or obligations.

**1.09** Any provision of this agreement, which may be determined to be invalid, shall be ineffective but such invalidity shall not effect the remaining provisions hereof.

**1.10** This agreement constitutes the entire understanding and agreement between the parties with regard to all matters herein. There are not other agreements, conditions, or representatives, oral or written expressed or implied, with regard hereto.

**2. Title & Type of Tour**

**2.01** The tour title is ..... which will take place between ..... and .....(dates/year). The schedule for the regattas which make up this tour is set out in App.# 1

**2.02** The Title sponsor of this tour is ..... which shall be the only recognised main sponsor.

**2.03** The Associate Sponsors of this tour are.....

**2.04** This is an IWA "Sanctioned (Continental/World) (Wave& Freestyle/Racing) Tour "

**3. Tour Promoter (TP)**

**3.01** This **TP** is ..... (Company) of ..... (registered address)

Tel: ..... Fax: ..... Email: .....

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

- 3.02** This TP shall require each **Local Organiser** of a regatta scheduled in App. # 1 to obtain written approval to host his event from his host country's National Sailing Authority which shall be a member of the International Sailing Federation (ISAF)
- 3.03** This TP agrees that a **Local organiser** of a regatta scheduled in Appendix 1, shall seek and receive written agreement to stage a sanctioned or recognised regatta from the **SA** for and on behalf of the class concerned.
- 3.04** This TP hereby agrees that, in organising this tour, he/she will be in regular contact with the **SA** and notify the **SA** in writing of minuted meetings and their decisions pertaining to the tour.
- 3.05** This TP agrees to organise this tour under the terms and conditions herein set out and in compliance with the TP's Tour Manual, the relevant Class Rules, the relevant ISAF Competition Rules (FRS/RRS), the **SA's** Notice of Race, the **SA's** Sailing Instructions and any amendments agreed by the **SA**. The TP's Tour Manual shall be mutually agreed with the **SA**.
- 3.06** This TP confirms that it will provide a written report on each tour regatta to the SA and clearly identify problem areas that need resolving and the proposed methods of over-coming them. In each case, these reports shall be forwarded to the **SA** within 10 days of the last advertised day of the regatta concerned.

#### **4. Sanctioning Authority (SA)**

**4.01** The Sanctioning Authority (**SA**) for this tour is the **International Windsurfing Association Ltd** who is acting for and on behalf of the ..... [Class Association(s)] concerned.

**5.01** The **SA** undertakes to liaise closely with the ..... [Class Association(s)] concerned.

**5.02** The **SA's Office** address is:

**International Windsurfing Association Ltd,**  
**Mengham Cottage, Mengham Lane, Hayling Island,**  
**Hampshire PO11 9JX, United Kingdom**  
Tel: +44 (0) 2392 468831 Fax: +44 (0) 2392 468831  
E-Mail: [info@internationalwindsurfing.com](mailto:info@internationalwindsurfing.com)  
Website: [www.internationalwindsurfing.com](http://www.internationalwindsurfing.com)

#### **5. Regatta & Tour Format**

**5.01** The **SA**, in consultation with the class(s) concerned, shall define the format, Notice of Race (NoR) and Sailing Instructions (SIs) for the whole tour and regattas therein.

#### **6. Detailed Bid**

**6.01**he TP shall submit a detailed bid in writing to the **SA** and the class(s) concerned a minimum of 6 months prior to the first day of the first regatta on this tour. The undertakings made by the TP in his 'detailed bid' form part of this agreement.

**6.02**he TP shall make a presentation to the Class(s) Annual General Meeting(s) in the year preceding that of the above named tour. (Expenses to be paid by the TP)

#### **7. Hotel Accommodation, transport & Parking**

**7.01** The TP shall ensure that, at each tour regatta, the **Local Organiser** has arranged for beneficial rates to be available in a range of accommodation including 3 star hotels, self-catering apartments and campsites within quick & easy reach of the relevant venue.

**7.02** The TP shall ensure that, at each tour regatta, the **Local Organiser** has arranged for the venue car park to be free to all officials and competitors registered with the TP. Those wishing to sleep in their vehicles shall be allowed to do so at no cost provided they do so at the venue car park.

**7.03** The TP shall ensure that, at each tour regatta, the Local Organiser has arranged for transport to be provided to and from the airport for equipment and registered competitors, coaches & team leaders. If the official event

IWA Ltd Contractual Agreement ( Agreement) with ..... the TP  
to stage the .....(Tour Title)

hotel/accommodation is not within easy walking distance of the venue, twice daily transport shall be provided to and from the hotel to the event site.

## **8. Participation & Registration**

- 8.01 The SA shall define the entry fee for each regatta in this tour which shall not exceed Euro 160.
- 8.02 The TP shall manage the entries for each regatta on this tour and copy complete details to the SA.
- 8.03 Entries shall meet the requirements of RRS Appendices Section 2 - Part 2 – Appendix 2
- 8.04 Each Entry shall be a member of the National Class Association(s) concerned or the class concerned through the SA and shall agree to comply with the current relevant Class Rules, the Notice of Race (NoR) and the Sailing Instructions (SIs). In addition, they shall sign the waiver of responsibility provided by the SA.
- 8.05 Some entries may have to be endorsed by their MNAs.
- 8.06 The TP shall ensure that each tour regatta Local Organiser provides written invitations to competitors/ team leaders and other officials requiring visas.

## **9. SA's Race Supervisor**

- 9.01 For each regatta on this tour, the SA will appoint its own independent Race Supervisor (RS) in consultation with the class concerned to carry out the job brief defined in the SA's Event Manual. The TP hereby agrees to co-operate fully with said RS and use its best endeavours to comply with his/her requirements.
- 9.02 The TP will provide travel, accommodation & subsistence for the RS so designated who will arrive on site prior to the first day of registration.

## **10. Other Personnel appointed by the SA**

- 10.01 For each regatta on this tour, the SA will appoint other personnel including one Regatta Chief Measurer and three International Jury Members in association with the TP.
- 10.02 The TP hereby agrees to co-operate fully with these personnel and use its best endeavours to comply with their requirements.
- 10.03 The TP will provide travel, accommodation & subsistence for 4 people who will arrive on site prior to the first day of registration.

## **11. TPs Technical Personnel & Equipment**

- 11.01 For each regatta on this tour, the TP ensures that the Local Organiser provides an experienced Race Committee(s) as set out in SA's Event Manual.
- 11.02 For each regatta on this tour, the TP ensures that the Local Organiser's water-based personnel are experienced and that their equipment is suitable for the worst possible anticipated wind and sea conditions experienced in the area concerned.
- 11.03 For each regatta on this tour, the TP ensures that the Local Organiser will provide the necessary boats, buoys, ground tackle and anchors with which to work as specified in SA's Event Manual.
- 11.04 For each regatta on this tour, the TP ensures that the Local Organiser provides the necessary on-site refuelling service and service support personnel

## **12. Options**

- 12.01 The TP has the first option to stage this tour comprising those sanctioned / recognized events scheduled in Appendix 1 in 2004 and 2005 on condition that:
- a) All contractual points in this agreement relating to this 2003 Tour shall have been fulfilled including efficient management of this tour and each event within it to ensure the positive image of the sport.
  - b) The TP shall confirm in writing to the SA his intent to exercise his right to stage this tour in the year 2004 by 31st December 2003.

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

c) The **TP** shall provide in each year specified at least the same level of prize money at each tour regatta scheduled in Appendix 1 attached and ensure that each **Local Organiser** seeks and receives written agreement from the **SA** to stage his/her regatta.

**12.02** The **SA** reserves the right to license another **TP** should in their opinion any of the clauses covered under Art. # 12.01 come into effect.

### **13. Licence & Rights**

#### **13.01 a) National Rights**

National marketing, media, naming and ancillary rights for a single regatta in this tour belong to the relevant local organiser except where these rights overlap with the international rights of the **SA** for and on behalf of the relevant class. Such as in the distribution of an end of year "wrap up" video or the integration of a tour sponsor.

#### **13.01 b) International Rights**

International media naming and ancillary rights of any individual regatta within this tour or of the tour as a whole belong to the **SA** for an on behalf of the class(s) concerned.

#### **13.01 c) Tour Promoter's Rights:**

For the duration of this agreement only, the **SA** assigns its rights in this tour to this Tour Promoter (**TP**).

**13.02** All Class membership fees are payable to the **SA** and shall be collected by the **TP**.

**13.03** All monies will be collected by the **TP** and distributed thenceforth to the relevant parties.

**13.04** The **TP** may create a tour ranking list using software approved by the **SA**.

**13.05** The **TP** shall send the results of each regatta in this tour to the **SA** Administrative Office and the relevant class Honorary Secretary.

**13.06** The **local organiser** may select national ancillary sponsors for his own regatta subject to prior written approval from the **TP** after fully consulting the **SA** for and on behalf of the class concerned. The **TP** can only refuse approval for important reasons as read in Art # 13.08 or in the case of exclusivity, if claimed as written in 13.01.

**13.06.1** All national sponsors and the commitments arising from these brought by the local organiser of a regatta on this tour have to be approved by mutual consent between the local organiser and the **TP** after fully consulting the **SA** for and on behalf of the class concerned.

**13.07** The **SA** reserve the right to promote merchandising products at a regatta of this tour and the local organiser shall agree to provide adequate space on site for the sale and promotion of **SA** merchandising products in a suitable location.

**13.08** The local organiser, the **SA** who alone is acting for and on behalf of the class(s) concerned reserves the right to refuse an event sponsor which for reasons of health, morality or public image could damage the image of the sport or other sponsors.

**13.09** The **SA** retains the right to secure umbrella sponsor(s) and official sponsors to cover the whole of this tour or part thereof and has the right to display certain advertising at the race site. This is to be further defined if an **SA** Tour Sponsor is found.

**13.10** he **SA** has the right to display up to 20 **SA** flags / banners for an on behalf of the classes concerned and up to 20 flags / banners representing corporate members of the **SA**.

**13.11** The **TP** agrees that its sail advertising is confined to the area as defined in RRS Appendix 1 Art 20.3 (d ii).

**13.12** Any other forms of advertising in other areas are subject to negotiation between the **TP** and potential advertisers

### **14. Branding**

#### **14.01 Generally**

The ISAF Classes are generally category C class under ISAF Regulation 20 – Advertising. Racers may therefore place their sponsor's advertising on their sails without restriction except that three letter country codes and numbers shall be clearly visible.

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

#### **14.02 Advertising Jersey**

- a) The Event logo Shall be displayed on the left breast of the competitor's advertising jersey with a minimum diameter of 8 cm.
- b) The Class Logo shall be displayed on the right breast of the advertising jersey with a minimum diameter of 8cm.
- c) The IWA logo shall be displayed at the top of the back just below the neck of the advertising jersey with a minimum diameter of 8cm.
- d) The **TP** logo is entitled to prominent branding on the event advertising jersey.
- e) The **TP** shall reserve an equally prominent position on the advertising jersey for an **SA** tour sponsor if one is in existence.
- f) The title sponsor of a tour regatta is entitled to prominent branding on the event advertising jersey.

#### **14.03 Advertising on Sails**

The title & associate sponsors are entitled to branding on the event sail sticker in accordance with ISAF Regulation 20

- a) For a wave event, the event sail sticker shall measure no more than 100cm x 25cm;
- b) For a Race Event, the event sail sticker shall measure no more than 100cm x 60cm;.

**14.04** The **TP** agrees to display the **SA** and relevant class, sponsor and ISAF logos on all event advertising, promotional material and official forms. The size of each logo is to be at least 2% of the total surface of the printed material and the **SA** and relevant class logos shall appear the biggest and have prime positioning. The **SA** will provide the **TP** with proper artwork at their own cost. All promotional artwork shall be mutually agreed.

**14.05** The **TP** agrees to use the correct title for this tour as stipulated by the **SA** in this agreement for and on behalf of the relevant classes on all ranking lists, letterheads, and all advertising material. The **TP** agrees to ensure that the **SA**'s logos as specified in Art # 14.04 are not amended in any way.

**14.06** The **TP** will supply the **SA** with a list sponsors for each tour regatta. These sponsors shall have the right to promote their brands at the relevant regatta by placing flags, banners and other promotional items, which are mutually agreed to by the **TP** and the **SA** for and on behalf of the relevant classes and the local organiser as per Art. # 13.08.

**14.07** The **TP** will ensure that the **local organiser** of each tour regatta puts up all flags etc. as well as ensuring proper handling and exposure. No other branding will be allowed except with permission from the **SA**.

**14.08** The **TP** agrees to meet the **SA's** other branding requirements, namely a maximum of 20 IWA/class flags / banners on the beach site and up to 20 flags, one flag (approximately 1m x 1.5 m) for each of the SA's Corporate Members mounted on the beach in the competition area as well as editorial to be included in the event program / commentary.

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

- 14.09** The **SA** retains the right to negotiate sponsorship packages for this tour. Further the **SA** retains the right to...
- a) determine the budgetary areas in which such support is spent;
  - b) and retain 25% of any sponsorship income it finds to use as it sees fit.
- 14.10** If the **SA** is in agreement with a sponsor(s) for this tour, then those sponsors will be entitled to a minimum of 25% of branding space on the beach, including the judging tower (when applicable), and race area, on the race buoys and on regatta vehicles and boats as per the SA's Event Manual (Appendix 2).
- 14.11** In case of integrating an international sponsor(s) or co-sponsor(s) for this tour, Art. # 14.04, 14.08 & 14.09, are valid.
- 14.12** No publicity material is to be produced without being first seen and approved in writing by the **SA**.

## **15. Press & Media Team**

- 15.01** All press accreditation for this tour or one of its regattas will be agreed jointly between the local organiser, the **SA** and the **TP**.
- 15.02** The **SA** will promote this tour to the specialist windsurfing press worldwide by means of press releases and the distribution of photography supplied by the **TP**.
- 15.03** The **TP** will ensure that the facilities specified in the 'SA Event Manual' for use by the Press & Media Team are provided at each regatta of this tour.
- 15.04** The **TP** will employ, at its own expense, a Press Relations Officer to manage the PR & Media campaign associated with this tour.
- 15.03** The **TP** shall provide adequate facilities for the press including the necessary fax machines, telephones and the use of a photocopier. The **TP** may only charge for communication costs at rates published by the relevant telephone service used by the local organiser.

## **16. Printing & distribution costs**

- 16.01** The **SA** will publish the NoR for the tour on its website and promote it widely by e-mail only.
- 16.02** The **TP** may print a full colour edition of the NoR and distribute it at his own expense.
- 16.03** The **TP** may print a full colour "Tour Programme" complete with commercial advertising if it so wishes..

## **17. Media**

*If this Tour Promoter has contracted media partners or otherwise employs sub-contractors to produce and distribute moving images of this tour or part of it...*

- 17.01** The **SA** shall not be held liable for technical failures on TV production or incidents related to this production which are usually described as 'force majeure'.
- 17.02** The **TP** will ensure that the **local organiser** will provide the **SA** and its media partners, if any, with the details and airing dates relating to any TV deals which the local organiser has in place.
- 17.03** The **TP** will ensure that the **SA** for and on behalf of the relevant classes has access to copies of Betacam masters provided the **SA** pays technical / courier costs:
- a) A **local organiser** may only use copies for the sole purposes of PR / News feeds and promotional purposes for his own regatta. The use of these masters by local organisers for dedicated TV shows and sell-through videos is specifically prohibited;
  - b) The **TP** may sell a sell-through video of this tour;
  - c) The **SA** may use their copy of the Betacam masters to produce part or all of a video to promote competitive windsurfing in particular and the sport in general;
  - d) All other rights pertaining to media for this tour in whole or part are reserved to **SA** as defined in Art. # 12.1
- 17.04** The **TP** agrees to ensure its media partners or otherwise employed sub-contractors use their best endeavours to shoot a video(s) of this tour (or part of it) to the best possible quality and distribute it in order to obtain maximum exposure for its **SA** for and on behalf of the relevant classes. The **TP** agrees to ensure that its media partners or

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

otherwise employed sub-contractors include this tour (or part of it) in the **TP's** TV series, if any, and supply each local organiser and the **SA** with a television distribution list of tour footage. The **SA** for and on behalf of the relevant classes retains all national and international broadcast rights as defined in Art # 12.1. The **SA** for and on behalf of the relevant classes undertakes not to attempt to distribute or package any TV production that conflicts with **TP's** TV distribution or uses the **TP's** name without the implicit approval of the **TP**.

**17.05.1** The **TP** agrees to ensure that its media partners or otherwise employed sub-contractors include in any footage aired from this tour, this tour's title as defined in this agreement; the action; and the story of each regatta of this tour together with the **SA's** logo together with those of the relevant classes and a full explanation of the relationship between the **TP** and the **SA** and the relevant classes in this tour and more generally in the world of windsurfing..

**17.06** The **TP** through its media partners or otherwise employed sub-contractors with whom it may have a separate agreement agrees to ensure that News highlights from each regatta on this tour are made available internationally via the news agencies.

**17.07** The **TP** and the **local organisers** of this tour's regattas may reach a separate agreement only as is necessary to establish the required media budget to employ media partners to produce and distribute video images of this tour in whole or in part provided that said agreement does not conflict in any way with this agreement between the **SA** and the **TP** and any agreement between the **SA** and a local organiser of a regatta on this tour.

## **18. Communications**

**18.01** The **TP** shall maintain an E-Mail address from the date of authorisation of this agreement until a minimum of 3 months after the last day of this tour as advertised in the NOR.

**18.02** The **TP** shall create the official tour website at it's own expense.

**18.03** The **SA** shall provide the server space and **URL** for the official tour website free of charge to the **TP** who agrees to use these facilities. Further the **TP** agrees not to create or cause to have created any other website for this tour in whole or in part.

**18.03** If a **local organiser** has an existing website for its regatta which later becomes a regatta on this tour, it may maintain that website provided links are installed to this tour's website, the relevant class websites and the **SA's** website.

## **19. Financial Agreement**

**19.01** The **TP** agrees to pay all expenses necessary to guarantee the proper organisation and execution of this tour.

**19.02** Any contracts made by the **TP** in organising & executing this tour are its sole liability. The **SA** is only bound by this MoU and any written confirmation of sponsorship details.

**19.03.** The **TP** is not permitted to require a **local organisers** of a regatta of this tour to subsidise this tour budget in whole or in part in any way that involves an increase over normally charged rates for the provision of any goods or services required by competitors, their coaches or others associated with this tour.

**19.04** For each regatta on this tour, the **TP** shall provide free travel, accommodation and meals for 5 people designated by the **SA** as set out in Art. # 9 & 10 of this agreement.

**19.05** The **TP** agrees to pay to the **SA** a sanctioning fee of a minimum of Euro 1000 for each regatta in this tour as scheduled in Appendix 1 or 10% of the total prize money fund available within this tour which ever is the greater. The said sanctioning fees shall be paid 60 days before the first advertised day of the first regatta on this tour.

**19.05.1** The failure to pay the sanctioning fee set out in Art # 19.05 or the prize money as set out in Art # 20 of this agreement on or before the date specified may lead to:

- a) The cancellation of this tour;
- b) Legal proceedings for the recovery of losses and damages for breach of contract;
- c) All previously made payments not being refunded.

**19.06** The **TP** confirms that he is acting in good faith and will use his best endeavours to deliver this tour and the

IWA Ltd Contractual Agreement ( Agreement) with ..... the TP  
to stage the .....(Tour Title)

regattas within it to the highest quality.

19.07 The SA's Bank details are as follows:

<b>Account Name:</b>	The International Windsurfing Association
<b>Euro Account #:</b>	52977299
<b>Sort Code:</b>	20-08-44
<b>Bank Details:</b>	Barclays Bank Plc, Birmingham, UK

19.08 The currency for the entry fee statement and for all other financial agreements shall be the Euro. Payment pursuant to this agreement shall be made in Euro by means of bank transfer to be confirmed on signing. All bank charges relating to such transfers shall be borne by the TP.

19.09 In addition to all other rights and remedies that the SA may have if the TP fails to make a payment as set out in this agreement then the SA shall be entitled upon written notice to the TP to terminate this Agreement and to retain any and all monies paid by the TP to the SA pursuant to the Agreement prior to the date of such termination.

19.10 Without prejudice to the rights and remedies available to the SA, in the event of the TP's failure to make a payment in accordance with this agreement, then such late payment shall bear interest at 3% above the base rate of the SA's bank as may apply from time to time, such interest to be compounded at quarterly rests until payment is made to the SA. The exchange applicable to any such late payment shall be the rate applicable on the date payment is required to be made pursuant to this Agreement or the date payment is actually made, whichever is more favourable to the SA. The TP shall indemnify the SA against any loss suffered by the SA as a result of any currency exchange rate variations to the detriment of the SA between the date any payment is due and the date such payment is actually made.

19.11 In the event that currency restrictions prevent the remittance in whole or in part of any payment required under this Agreement, or prevent conversion into US dollars or Euro, the TP shall immediately notify the SA in writing and at the written request of the SA any payment not remitted to the SA by reason of such restrictions shall be held in a bank account in the SA name to be nominated by the SA mutually in the country concerned. The TP shall at all times assist the SA as the SA may request in connection with the remittance to the United Kingdom of monies in such account.

19.12 The results computer and race management software may be provided by the SA on request in writing, not less than 3 months before the commencement of the first regatta on this tour. The SA will advise the TP at that time of the costs involved including the provision of an "Event Scorer".

## 20. **Prize Money**

*For each regatta on this tour...*

20.01 The TP shall provide a prize fund of a minimum of Euro 10,000 if this tour is a continental tour or of a minimum of Euro 35,000 if this tour is a world tour.

20.02 The local organiser shall lodge the required prize money in the TP's escrow account at the TP's bank 30 days prior to the 1<sup>st</sup> day of its regatta as specified in the NoR where it shall remain until prize money cheques have been cleared through the banking system.

20.03 Prize money shall be paid by the TP to each winning competitor by cashier's cheque according to the attached breakdown of the total sum available at the prize giving ceremony of the regatta concerned.

20.04 The TP shall deliver to the SA a bank certificate confirming that the escrow account has been established and holds the required prize money sum. The TP shall ensure that the SA receives this bank certificate 10 days before the first day of the regatta concerned.

20.05 Prize money amounts received by the TP from the local organiser, shall be no less than those specified in Art. # 20.01. If there is no valid result, the local organiser shall receive a 30% refund of the prize money payable for each division without a valid result.

20.06 In the event that a regatta on this tour is cancelled due to circumstances commonly defined as "force majeure",



**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

within 2 days of the specified start date, then the regatta prize money shall be split, with 30% returning to the organiser and 70% being distributed equally among all entered competitors. Each registered competitor is only entitled to one share of the total prize money so distributed even if he/she is entered for more than one discipline.

## **21. Law**

**21.01** This agreement is subject to the laws and proceedings of the **"Court for Arbitration for Sport"**.

**21.02** In the case of a dispute between the **TP & SA**, which is insoluble through negotiation, in the opinion of either party, the matter will be settled in the **"Court for Arbitration for Sport"**.

## **22. Insurance**

**22.01** The **SA**, its officers, officials, sponsors and those specified in Art. 9 & 10 shall not be responsible for any claim or loss, injury or damage arising from the staging of this tour in whole or part.

**22.02** The **TP** will acquire and maintain at its sole cost and expense all appropriate insurance including without limitation insurance comprehensive public liability insurance & employer's liability in the amount of no less than Euro 5,000,000 per claim for personal injury and property damage arising out of events occurring at the event, insurance against all third party and other risks in connection with the event and where applicable product liability insurance for any merchandise produced by the **TP**

**22.03** The **TP** shall keep the **SA**, its officials, and its sponsors fully indemnified from and against any liabilities, claims, actions, proceedings, loss and costs (including legal fees) suffered or incurred or paid by the **SA**, its officials and its sponsors, in consequence of or arising out of any breach or non-performance of or which are inconsistent with all or any of the covenants, warranties, representations, obligations, undertakings or agreements on the **TP's** part contained in this agreement.

## **23. Results**

**23.01** The **TP** shall e-mail within 24hrs. of the finish of the last race of each regatta in this tour, the official results to the **SA's** Administration Office and to the ISAF Executive Offices.

## **24. Charter Equipment**

**24.01** The **SA's** policy is that charter boards will not be provided automatically to this tour.

## **25. Signatories & Agreement**

**25.01** The **TP** warrants that its duly authorised signatories to this document are...

<b>a.) Name</b> .....	<b>b) Name</b> .....
Address.....	Address.....
.....	.....
.....	.....
Tel:                      Fax:	Tel:                      Fax:
E-Mail:	E-Mail:

**25.02** The parties to this agreement as specified in article 3 & 4 of this agreement, hereby agree to abide by the terms stated herein and in the "detailed bid" (Art. # 6 of this agreement). They also warrant that the "SA's Event Manual" forms a part of this agreement and variations to same where agreed in writing by the **SA**, shall be implicit in this agreement.

**22.03** The **SA** hereby authorises the **TP** to promote this tour as defined herein

**IWA Ltd Contractual Agreement ( Agreement) with ..... the TP**  
to stage the .....(Tour Title)

**Signed in agreement for and behalf of ..... (TP)**

Print name ..... Position ..... Date.....

**Signed in agreement for and behalf of International Windsurfing Association Ltd. (The SA)**

Print name ..... Position .....

**Witnessed by (for and behalf) of ..... (Class)**

Print name ..... Position ..... Date.....

**Witnessed by (for and behalf) of ..... (Class)**

Print name ..... Position ..... Date.....

**NB.**

- a) The Official stamps of the **TP** and **SA** shall be affixed in the relevant place prior to signature.
- b) The specified parties to this agreement shall initial each page to indicate that they have read them.

IWA Ltd Contractual Agreement ( Agreement) with ..... the TP  
to stage the .....(Tour Title)

## **Appendix 2**

### **Minimum Branding for SA Tour Sponsors at Events**

Promotion	Details	Primary	Secondary
Branding on course markers (race buoys)	-	0.2sq.m.	0.08sq.m.
Flags at race sites	2m x 1.33m	20	10
Flag at start lines	2m x 1.33m	1	7
Flag on finish line	2m x 1.33m	1	7
Banners at race sites	6m x 2m	5	7
Banners at race sites	3m x 1m	5	5
Banners on start or finish boat where possible	3m x 1m	1	7
Banners on prize presentation stands	3m x 1m	2	1
Banners at social functions	3m x 1m	1	1
Rights to product display at Race Site	-	4	4
Branding of all Race Officials	-	4	4