North American Powerlifting Federation

PROMOTER’S CONTRACT

Article 1 – General

1.1 Contract
This contract and agreement is between the North American Powerlifting Federation (the NAPF), the officially recognized regional federation for the IPF, and:

__________________________ (The Promoter)

(Name of the NAPF Member Federation/Association)

who is a full member national affiliate federation/association of NAPF and agrees to fully comply with the terms and conditions stated in this Contract.

In this Contract the term “Promoter” shall mean the national NAPF member federation as well as the term “the parties” shall mean the NAPF and the Promoter. If the full membership of the Promoter lapses is ceased or is suspended, this contract automatically deemed to be voided and ceased.

This Contract will be governed by the laws of the USA and the parties of this contract shall retain all rights and obligations according to the NAPF Constitution and By-laws.

The Promoter, by virtue of this Contract, undertakes to conduct the Championship, referred to in item 1.3, in accordance with the IPF Technical Rules, IPF Antidoping rules, the IPF and NAPF Constitutions and By Laws and also in substantial compliance with each item of the NAPF Organizer’s Checklist.

The NAPF sanctions the Championship and agrees to not establish any other events of the same title and nature for that Calendar year.

This Contract is to be signed as accepted by the representative of the member for the NAPF within 60 days of the confirmed awarding of the event or latest 30 days after the date the Promoter has received the contract from NAPF.

1.2 Delegation
Only a national affiliate of the NAPF may apply for and be awarded a sanction. The Promoter (i.e. the awarded national federation) may assign the sanction for the event but it shall remain fully liable for the performance of this contract. Such assignation may only be made to an individual or entity after notification to the NAPF of the identity of that assignee and after the NAPF gives approval of the assignee. Only individuals or entities in good standing with the NAPF may act as assignees within this contract. Any promoter assigning this contract shall obtain written acknowledgement from the assignee that the assignee is equally bound by the terms and conditions of this contract. The assignation can only be made with the approval of the NAPF.

The NAPF shall be entitled to proceed against the Promoter as well as the Assignee, which shall be jointly and severally liable. The Promoter or the Assignee cannot incur financial debts on behalf of the NAPF, or its assigned agents, nor bind the NAPF in any
further contracts, without the NAPF’s written agreement. All financial debts related to the championship are the responsibility of the signatories of this contract.

1.3 Event and Property Rights
This contract relates to

Name of the Championship: ________________________________

Place and date of the Championship: ________________________________

National Federation (the Promoter): ________________________________

Assignee: NAME

All NAPF North American Championships and Cups are the exclusive property of the NAPF. The awarding of a sanction for the event is a right granted by the NAPF to the Promoter and is not in any way to be construed or interpreted as a relinquishment of the NAPF’s property rights in and to NAPF Championships and Cups, in whole or in part, permanently or temporarily, to the Promoter and/or any assignee.

1.4 Credit of the NAPF
The Promoter may not and shall not pledge the financial credit of the NAPF nor hold itself out as an authorized agent of the NAPF. The Promoter acts herein as an independent contractor to the NAPF who shall at all times be the principal.

1.5 Guidelines for Organizing the Event
The event which is the subject of the sanction will be organized in substantial compliance with the documents ‘NAPF Organizing Checklist’ and the “NAPF Doping Control Agreement” to be sent to the Promoter at the same time as this contract and signed by both parties.

1.6 Control and Supervision
Unless otherwise specified herein, the on-site running of the event shall be under the authority, control, and supervision of the NAPF appointed executive members, technical officer, jury, referees and in compliance with the NAPF Organizing Checklist, the NAPF Doping Control Agreement and IPF Technical Rules, all of which persons shall have the final authority on any decision that may arise out of and/or affect the event, and/or the NAPF and/or the sport of powerlifting.

1.7 Final Authority
The executive committee of the NAPF shall have the final authority for the settlement of any dispute or any matter arising from the event.

1.8 Variation of Contract
Any variation or modification to this contract shall be in writing and signed by all the signatories to this contract.

1.9 Penalties
Failure to comply with any one of the laid down stipulations in this contract once accepted could result in the Promoter being penalized in one or all of the following ways:
   A. Total forfeiture of the participation fees.
   B. Loss of the NAPF and IPF sponsored equipment i.e. bars, weights and stands.
   C. The ability to bid for future NAPF Championships or other NAPF calendar Events for a period of five years.
   D. Nation penalty fee [Fine] to be determined by the NAPF executive.
Article 2 – Sanction Fee

2.1 Amount of Sanction fee.
The sanction fee to direct this event will be: $100.00 USD.

2.2 When Payable
The full sanction fee shall be payable by the Promoter within 30 days on signing of this agreement by the parties. Late payments shall incur a penalty of 10% of the sanction fee, unless arrangements are made otherwise. The sanction for the event shall not be issued or confirmed until the Promoter has signed this contract and the sanction fee has been paid. The NAPF may at any time prior thereto signing of the document may withdraw the sanction and award the sanction for the event to another promoter. This contract must be returned duly signed by the Promoter within 30 days after it has been received from the NAPF.

2.3 Refund / Forfeiture of Sanction Fee.
If the Promoter relinquishes, forfeits or is not awarded the sanction:
(a) No later than two years prior to the event all monies paid on account of the sanction shall be refunded to the Promoter.
(b) Later than two year’s, but no later than one year, prior to the event then 50% of all monies paid on account of the sanction shall be refunded.
(c) Later than one year prior to the event then all monies paid on account of the sanction shall be forfeited to the NAPF.

Provided however that where a refund is payable to the Promoter, the NAPF shall be entitled to deduct all amounts that it, in its absolute discretion, considers that it has incurred in relation to any matters (including an amount for administration costs) relating to the sanction.

Article 3 – Inspection Tour

3.1 Inspection Tour
The NAPF may appoint up to two [2] officials to inspect the event sites and facilities and report on these and progress on the organization of the event. The host federation shall pay for the [reasonable] travel costs of the officials to the airport closest to the host city. The Promoter shall provide internal travel to and from the airport as well as to all the event sites. The Promoter shall also provide reasonable standard single room accommodation and two daily meals for each of the officials for a maximum of three nights / days. The NAPF may carry out more than one inspection if it considers that this is necessary.

3.2 Authority of Officials
The inspecting officials shall refer back any matter to the NAPF Executive Committee they deem necessary for ensuring the success of the event, or for preserving the image of the NAP or the sport of powerlifting.

Article 4 – Standard Questionnaire

4.1 Questionnaire
The Promoter shall complete the standard questionnaire upon which the invitation to the event is based. This must be returned to the Championship Secretary in ample time for the invitation to be prepared and distributed at least six months prior to the event, as required.
Article 5 – Promoters Responsibility, Hotel and Food

5.1 Promoter’s Responsibility
The Promoter is only responsible for arranging accommodation for nations and/or individuals that have requested this in writing. It is the Promoters responsibility to assist (facilitate) with the processing of visa applications and entry formalities for lifters and officials from all member nations of the NAPF to be able to attend and compete at the competition. The Promoter must send for every reservation a confirmation to the member federations at the latest two weeks before the beginning of the Championship.

5.2 Official Hotels
The official hotels shall be of a three star standard or higher (based on the International Hotel Rating Guide) and must be of a sufficient size to accommodate all lifters and officials who have indicated that they wish to stay at an official hotel. The hotel rooms must be hygienic and have shower and toilet facilities and western style bedding.

The promoter will advise the NAPF of the hotel or hotels it has arranged for the Championships no less than six (6) months prior to the start date of the Championships. The Promoter will also at that same time advice of the costs of accommodation to be charged to lifters, officials and supporters. Unless consented to by NAPF, the identity and rates of and for that accommodation shall not be changed after that point and any such change imposed upon lifters, officials and supporters shall be considered a fundamental breach of this Contract.

5.3 Alternative Hotels
In addition to the official hotel(s) the Promoter may arrange alternative accommodation in other hotels for those lifters and officials who require cheaper accommodation.

5.4 Tariff
The Promoter is only required to actually arrange hotel accommodation for persons who have requested in writing, on the standard Championship entry form, by the advertised closing date for receipt of those entry forms. Payment for the accommodation may be made either direct to the hotel or via the Promoter. However, any accommodation rates charged by the Promoter must not exceed the normal rack rate charged (that is the rate quoted by the each hotel that they would ordinarily charge any member of the public walking off the street), at the time of the event, by the establishments providing the accommodation. Such payments by lifters, officials and supporters to the hotel or to the Promoter shall be in accordance agreed upon in advance of the competition.

5.5 Food
The official hotels must provide a full breakfast service between the hours of 0730 hrs and 0930 hrs during the duration of the event and the morning after. Breakfast food must be of a type and standard that is appropriate for an international sporting event.

5.6 Accommodation for NAPF Officials
All hotel bills for a maximum of four [4] NAPF officials, as decided by the Executive Committee of the NAPF, shall be paid by the Promoter of the championships on the basis of room and breakfast for a maximum of eight [7] days. This shall be on the basis of single room accommodation for each of the four [4] officials. Should a spouse or partner accompany any official double room accommodation shall be provided but, at the discretion of the Promoter, the official may be required to pay any extra cost.

5.7 Insurance
The Promoter undertakes to obtain insurance coverage for the conduct of the Championships, such that the NAPF and its office bearers are indemnified in respect of
any claims for public liability, professional indemnity and/or negligence which may arise from the organization or conduct of the Championships.

**Article 6 – Transportation**

**6.1 Arrivals Transportation**
The Promoter shall provide transportation to and from the nearest airport to all the hotels used for the event. A reasonable cost may be charged for this service. There shall be no cost to NAPF executive members and NAPF approved technical officials.

Transportation need only be provided for those persons who have requested this service in writing and informed the promoter of their time of arrival.

**6.2 Event Transportation**
The Promoter shall provide transportation to and from the hotels used for the event and the event venue. The transportation shall run at times that ensure that all lifters and officials arrive in ample time for the weighing in and start of each weight class. It shall also run after each weight class back to the hotels. There shall be no cost for this service for all accredited lifters and officials. All other persons using the service may be charged a reasonable cost.

**Article 7 – Media and Sponsorship**

**7.1 Media Coverage**
The Promoter shall use its best endeavors to ensure that the event receives full media coverage.

**7.2 Television Rights**
All television rights for an NAPF competition shall be the sole property of the NAPF, less any fee negotiated with the promoting federation. If the NAPF Executive cannot obtain a signed contract at least twelve months before the date of the competition, then the NAPF will waive its rights in favor of the promoter and in accordance with the terms contained in this contract.

**7.3 Video Rights**
Any person making videos of NAPF Championships for commercial reasons, i.e. resale to the public at large, shall pay not less than $200.00 USD for the privilege. The income will be shared equally between the Promoter and the NAPF. The organizing national federation will however have the right to its own video coverage with the income to be shared as for commercial video with a copy for the NAPF files. If no commercial contract for video exists, then individuals may be given permission to video separate bodyweight classes in which a member of their family or club is competing.

**7.4 Sponsorship**
The Promoter or assignee shall have the right to arrange sponsorship for the event provided that such sponsorship is not incompatible with the image of the NAPF and it does not contravene any contractual arrangement that the NAPF may have entered into with any party. The Promoter or assignee cannot incur debts on behalf of the NAPF, nor bind the NAPF in any further contracts, without the NAPF’s written agreement.
Article 8 - Championship Administration

8.1 Secretariat
The Promoter shall set up a secretariat in the official hotel, which shall be adequately manned for the duration of the event for at least eight hours daily. The purpose of the secretariat is to carry out the general administration for the championships, register the lifters and officials and provide information about the event to them. Where possible, Internet accessibility should be provided.

8.2 Information Package
Each national team shall be given an information package when it registers. The package must include the price list referred to in article 8.3 below.

8.3 Price List
The price list referred to in article 8.2 above must include information on the hotels used for the event and the rack rates (prevailing at the time of the event) for each of them shown in local currency and the approximate equivalent in USD. The information on rack rates must be verified by each hotel under its letterhead. Other relevant prices such as the cost of tickets for the competition and the banquet should also be shown.

8.4 Photocopying
A good quality photocopier and an adequate supply of A4 size paper with a minimum weight of 80 g shall be situated in the secretariat or in the hospitality room for the use of the organizing committee and the NAPF.

8.5 Payments
Payments for accommodation and other expenses may be collected when a team registers. A receipt shall be issued immediately for each payment.

All expenses payable to the NAPF, including the $50.00 USD drug testing fee and the $25.00 participation fee shall be collected by NAPF. If any money is to be refunded to an individual or team this must be in the same currency in which the payment was originally tendered.

8.6 Form of Payments
It is preferable that the official hotel accepts payment by bank transfer, major credit cards or cash payments in USD and other major international currency. If guests cannot settle their accounts by credit card or major international currency this must be clearly stated in the original invitation to the event. Notice about the form of payment accepted by the hotel must be given. The NAF is not responsible for, and accepts no liability for, the payment of hotel bills.

Article 9 – Meeting Facilities

9.1 Meeting Room
The Promoter, at no cost to the NAPF, shall arrange at the official hotel a meeting room for the use of the NAPF. This shall contain a table and sufficient seating for up to ten people. The room shall be available on an “as required” basis and there shall be sufficient bottled drinking water and clean glasses for everyone attending a meeting.

9.2 Hospitality Room
At the championship or cup venue a room shall be designated exclusively for the use of the championship or cup referees and officials. The Promoter shall provide the working referees and officials free meals including a supply of bottled water, tea, coffee and light refreshments.
9.3 **Congress Venue and Technical Meeting Room**
A room shall be provided for the Technical Meeting for the event and the annual NAPF Congress. The room should be large enough to accommodate at least 60 people. A table that is large enough to seat six people at, and on which there is at least one microphone for the use of the officials seated at the table, shall be placed at the front of the room facing the attendees for whom at least one further microphone shall be provided. A projector, to be connected to a personal computer and a screen must be available.

**Article 10 – Championship Venue**

10.1 **Access**
At all NAPF championships the promoter shall provide free access to the venue and other competition buildings or functions for team officials and coaches on the following scale:

1. For the first three competing lifters, one official or coach shall be permitted access.
2. For every additional three competing lifters, one additional official or coach shall be permitted access to a maximum of three per nation.
3. The courtesy of free access shall also be extended to all officiating referees and jury members to a maximum of three per nation.
4. The courtesy of free access shall be extended to all members of the Sports Medicine Team who participate during the championships. The names of such personnel shall be forwarded to the promoter and an agreement reached between the Doping Control Officer and the Promoter upon the number to be accepted.

10.2 **Facilities**
Promoters are referred to the NAPF Organizing Checklist

10.4 **NAPF branded goods**
The NAPF, if required, will be allowed retail space free of charge in the designated area within the lifting venue for sale of NAPF branded goods as well as space for displaying NAPF logos or logos of co-operating partners.

**Article 11 - Doping Control**

11.1 **Facilities**
Promoters are referred to the “NAPF Doping Control Agreement”

**Article 12 – Flags and National Anthems**

12.1 **Flags**
Each participating nation at a NAPF championship must provide if required, a national flag approximately 1.5 m x 1.0 m in size. Any nation failing to meet this obligation will be fined the sum of $30.00 in order to reimburse the promoter for any loss and inconvenience suffered. It is the responsibility of the promoter to issue a receipt on acceptance of the flag and request the return of this receipt on returning the flag to the team manager, if for any reason whatsoever, the promoter fails to return a nation’s flag, he shall be required to reimburse that nation for the loss suffered.” The Promoter shall also reimburse for any damage to a flag. The promoter may provide the flags. The NAPF shall provide the NAPF and IPF flags. The flags should be prominently displayed within the contest venue.

12.2 **National Anthems**
The Promoter is responsible for collecting each participating nation’s national anthem CDs prior to the commencement of the championship and for returning them after the
championship. The Promoter shall reimburse a nation for a lost or damaged tape. During a victory ceremony the national anthem of the victor’s nation shall be played.

**Article 13 – Awards and Participation Certificates**

13.1 **NAPF Medals**
The NAPF standardized medals shall be used for the North American Regional Championships, and should preferably be used for all categories at any NAPF Championships. The face of the medal is to be inscribed with the NAPF emblem and suitable wording. The reverse is to remain blank, for use by the promoter at their own expense. These shall be purchased from the NAPF and presented for first, second and third places in each category based upon totals. Smaller, standardized medals to be presented for first, second and third places in the individual lifts of Squat, Bench Press and Deadlift in each category may be purchased from NAPF or provided by the Sponsor.

13.2 **Ordering and Payment of Medals**
The standardized medals for the overall medal winners and smaller medals for the individual lifts must be ordered from the NAPF Championship Secretary no later than three months prior to the event, and paid for prior to the commencement of the event.

13.3 **Participation Certificates**
The Promoter shall prepare, or acquire from the NAPF, a participation certificate for each accredited lifter and official participating in the event. The certificate shall include the official emblem of the NAPF and IPF. It shall be included in the farewell package distributed at the farewell banquet.

13.4 **Best Team(s)**
The Promoter shall provide trophies for the overall 3 best teams, Men and Women’s.

13.5 **Best Lifter(s)**
The promoter shall also provide trophies for the 3 best lifters, Men and Women’s, who produces the best performances based upon the Wilks formula.

13.6 **Award Ceremony.**
The award ceremony will take place at the completion of each category as described in the NAPF Organizing Handbook.

**Article 14 - Farewell Banquet**

14.1 **Farewell Banquet**
The Promoter shall host an official farewell banquet at a venue that is large enough to accommodate all the lifters, officials, guests and supporters who wish to attend. There shall be sufficient food for all persons attending the function. The designated NAPF officials shall be guests of the Promoter. For all other persons the Promoter may impose a reasonable charge for admission to the banquet.

**Article 15 – Financial Obligations**

15.1 **Settling Outstanding Accounts**
The Promoter is required to settle all its outstanding accounts and debts with the NAPF before the championship or the cup commences. This includes (but is not limited to) outstanding affiliation fees, any outstanding sanction fee or part thereof (including interest for late payment) and the cost of the championship medals (and ribbons) if these have
been ordered from the NAPF. If for any reason the promoter is unable to settle these amounts in full (e.g. it may be relying on income from the event) a suitable arrangement, to include the use of the participation fees by the NAPF to settle such debts, must be reached with the NAPF before the championships or the cup commence. Settling of NAPF accounts must be in United States Dollars [USD].

15.2 Participation and Drug Testing fees
The drug testing fees are the property of the NAPF. The participation fees will go to the organizer of the championship. These fees will not be paid until all debts are satisfactorily satisfied and paid by the organizer to include hotel, transport and meal costs.

16. Miscellaneous

16.1 The failure or forbearance by either party on any occasion to insist upon the full performance of the terms, conditions and provisions of the Contract shall not thereby constitute a waiver of such breach or an acceptance of any variation of the Agreement.

16.2 Neither party shall be in breach of this Contract if there is any total or partial failure of performance by it of its duties and obligations under this Contract occasioned by any act of God fire act of government or state act of third party war civil commotion insurrection act of terrorism embargo labour disputes of whatever nature adverse weather conditions and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this Contract as a direct result of the effect of one of those reasons that party shall give written notice to the other of the inability which sets out full details of the reasons therefore.

THE PROMOTER ACKNOWLEDGES THAT IT HAS READ AND CLEARLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS CONTRACT.

BY SIGNING THIS CONTRACT THE PROMOTER AGREES TO BE FULLY BOUND BY ITS TERMS AND CONDITIONS REGARDING:

Name of the championship: ________________________________________________

Year of organizing: ______

Authorized signatory for and behalf of Promoter Place Date

Print Name

President North America Powerlifting Federation Place Date

Secretary Gen. North American Powerlifting Federation Place Date

Official Seal/Stamp of NAPF Member Federation