

STANDARD ATHLETE – ATHLETE’S REPRESENTATIVE AGREEMENT

AGREEMENT made this ____ day of _____, 20____,

by and between _____

(the “Athlete”)

of _____

(address)

_____ (email) _____

(fax)

_____ (cell) _____

(phone numbers)

(the “Representative”)

of _____

(address)

_____ (email) _____

(fax)

_____ (cell) _____

(phone numbers)

WITNESSETH:

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1) General Principles

This Agreement is entered into pursuant to and in accordance with the IAAF’s Athletes’ Representatives Regulations (hereinafter the “Regulations”) which may be amended thereafter from time to time. The Athlete and the Representative shall be bound by the Regulations and by this Agreement, including the Terms and Conditions set forth as Schedule C to the copy of the Standard Agreement that appears on the IAAF Website on the date stated above (the “Terms and Conditions”).

2) Services and Fees

The Representative is hereby retained by the Athlete to represent, advise, counsel and assist the Athlete subject to this Agreement, including its Terms and Conditions. The Athlete agrees to pay the Representative for services performed the fees set forth in Schedule “A” attached hereto. Any other services that may be agreed to by the parties are set out in Schedule “B” attached hereto.

3) Term

This Agreement shall begin on the date hereof and, unless renewed, shall continue in effect only until December 31st of the year it is executed; provided, however, that the Agreement shall immediately terminate due to any of the events as set out in the Terms and Conditions, if they occur.

4) Option to Renew

In the month of September, the Representative may notify the Athlete that this Agreement will be renewed for the following calendar year unless, on or before December 1st, the Athlete has notified the Representative in writing that the Athlete has chosen not to renew the Agreement. The notifications given under this paragraph must be in writing and must be documented with written evidence of receipt. (It shall be the responsibility of the Representative to prove service of the Notice of Renewal upon the Athlete). Upon the expiration of this Agreement, the Representative shall cease all activities on behalf of the Athlete. In the event of a renewal the Regulation and the Terms and Conditions in effect as of January 1st of the Renewal Term shall be applicable.

5) Notice

All notices pursuant to this Agreement shall be effective if sent by certified mail, postage prepaid, to the addresses hereinbefore provided.

6) Entire Agreement

This Agreement sets forth the entire agreement between the parties, supersedes any and all prior agreements (oral and written) and there are no undisclosed agreements or understandings of any kind. The Agreement cannot be amended or changed orally and any written addenda, amendments or changes shall be effective only to the extent that they are consistent with the terms of this Agreement- (including the Terms and Conditions), and the Regulations. This contract may not be assigned without the express written consent of all parties, which consent may not be unreasonably withheld.

7) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____ (the Country or Territory of the IAAF Member Federation of the Athlete or the Representative). This contract should be signed in triplicate. One (1) original copy must be promptly delivered by prepaid certified mail by the Representative to the IAAF Member Federation of the Athlete within forty-eight (48) hours of its execution; one (1) original copy must be promptly delivered by the Representative to the Athlete; and one (1) original copy should be retained by the Representative.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, (print the name of each individual signing this contract below the signature line and, if the Representative is a business entity, in addition to the name of the person signing on behalf of the entity, identify that person's position or status with the entity.)

_____ Witness	_____ Date	_____ Representative
_____ Witness	_____ Date	_____ Athlete
_____ Witness	_____ Date	_____ Parent or Guardian (if the Athlete is under 18 years of age)

Athlete's Date of Birth

IF THE REPRESENTATIVE IS A CORPORATION, PARTNERSHIP, JOINT VENTURE OR OTHER ENTITY, EACH AFFILIATED AUTHORISED ATHLETE'S REPRESENTATIVE WHO PERFORMS SERVICES HEREUNDER SHALL SIGN THE FOLLOWING:

I, _____ an Authorised Athlete's Representative, hereby agree to be personally bound by all of the representations, covenants, and obligations of the Representative, an entity to which I am affiliated, under this Agreement.

_____ Witness	_____ Date	_____ Principal Authorised Athlete's Representative
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I, _____ an Authorised Athlete's Representative, hereby agree to be personally bound by all of the representations, covenants, and obligations of the Representative, an entity to which I am affiliated, under this Agreement.

Witness

Date

Authorised Athlete's
Representative

(Add additional AAR signature paragraphs if there are additional AARs performing services under this Agreement.)

CERTIFICATE OF ATHLETE'S AVAILABILITY TO THE IAAF'S WEBSITE

I, _____ the Authorised Athlete's Representative hereby certify that I am satisfied that the Athlete has access to the Regulation and the Terms and Conditions as they appear on the IAAF website.

In the event the Athlete does not have access to the IAAF website, I certify that I have made the Regulations and the Terms and Conditions available to the Athlete.

Witness

Date

Authorised Athlete's
Representative

SCHEDULE "A"

The Athlete shall pay the Representative a fee equal to:

_____ per cent of the gross amounts paid to or earned by the Athlete for entering any athletic competition, including prize money, appearance fees (including fees paid for promotional activities and ancillary to the competition), or other performance bonuses, guarantees, and the value of any prizes or bonuses paid in the form of merchandise of any kind.

_____ per cent of the gross amounts paid to or earned by the Athlete for entering into any World Athletics Series Competition, including prize money, appearance fees (including fees paid for promotional activities and ancillary to the competition), or other performance bonuses, guarantees, and the value of any prizes or bonuses paid in the form of merchandise of any kind.

_____ per cent of gross amounts paid for sponsorship or endorsement contracts with shoe, apparel and/or sporting goods companies.

_____ per cent of gross amounts paid for all other sponsorship or endorsement contracts or other services rendered as Representative.

All fees shall be paid when the Athlete, or the Representative acting on his behalf, receives the amounts against which the fees are calculated. The Representative shall be entitled to and compensated for continuing fees for services rendered during the period of this Agreement, including all fees or commissions of any sponsorship, endorsement, or other commercial agreement(s) that the Athlete has entered into during the term of this Agreement, and any extensions of any such agreement(s) resulting from the exercise of an option included in the agreement(s).

Except as set forth herein, the Representative will be solely responsible for all expenses incurred by the Representative in the performance of this Agreement. The Athlete shall not reimburse or pay any expenses incurred by the Representative to conduct its business unless the Athlete has agreed to pay for expenses actually incurred by the Representative in the performance of this contract. The Athlete shall, however, be responsible to reimburse the Representative for any of the Athlete's personal expenses actually incurred and paid by the Representative, including the Athlete's travel expenses, accommodation, and food costs, unless parties have otherwise agreed.

The term "gross" shall mean all income earned by the Athlete before deductions of any nature including, without limitation, federal and/or state income tax withholding, social security, federal/state disability insurance, etc.

_____ Witness	_____ Date	_____ Representative
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_____ Witness	_____ Date	_____ Athlete
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_____ Witness	_____ Date	_____ Parent or Guardian (if the Athlete is under 18 years of age)
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Athlete's Date of Birth

SCHEDULE "B"

Additional Services

To be provided as agreed by the Athlete's Representative and the Athlete.

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SCHEDULE “C”

The Terms and Conditions applicable to this Agreement are shown in the copy of the Standard Agreement that appears on the IAAF website (www.iaaf.org). Within that site, the relevant documents can be accessed by clicking on “About IAAF”, then “Documents”, then “Athlete Representatives”.