

## **AGREEMENT – POWERLIFTING AUSTRALIA LTD**

**AND**

**YOUR CLUB HERE!**

**DATE**            **XXXXXXX 2020**

**PARTIES:**    **1. Powerlifting Australia Ltd ACN 121 872 759 (“Powerlifting Australia”)**

**2. YOUR CLUB HERE    ACN XXXXX**

**TERM:**        **1<sup>st</sup> July 2020 TO 31st December 2021**

### **INTRODUCTION**

1. Powerlifting Australia is a national sporting organization, which governs the greatest part of the sport of Powerlifting in Australia. It has significant standing as an entity providing fair sporting competition to a wide range of participants and gains a great deal of its prestige and credibility through its commitment to the anti-doping programmes of the Australian Sports Anti-Doping Authority (ASADA), World Powerlifting and the World Anti-Doping Agency (WADA). Powerlifting Australia wishes to increase its membership and participation quantum by encouraging the formation and development of Powerlifting clubs which will recruit members and conduct competitions, courses and events within the Powerlifting Australia system
2. YOUR CLUB HERE is a club which wishes to develop its capability, profitability and credibility by promoting participation for its members in Powerlifting according to Powerlifting Australia’s established system for credible, WADA compliant drug-tested training and competition, professional education and development and quality equipment provisioning.
3. Both parties now wish to establish a mutually beneficial arrangement, by which Powerlifting Australia establishes, maintains and enforces a Powerlifting Australia Affiliated Club system and also by which YOUR CLUB HERE conducts its operations in accordance with that system, for the joint purposes set out at 1. and 2. Above.

## **IT IS AGREED**

1. Powerlifting Australia will maintain a Register of Powerlifting Australia Affiliated Clubs (the Register) which will include YOUR CLUB HERE (to be shown as "YOUR CLUB")
2. Continuance of the Club's listing on that Register and thus standing as a Powerlifting Australia Affiliated Club will be subject to –
  - i. the Club identifying a natural person as the Principal for the Club, that Principal to act as the point of communication between the club and Powerlifting Australia and also between the public and the Club
  - ii. the Club acting to conduct events, affiliate individual members, advertise or publicize or generally promote Powerlifting only as and through Powerlifting Australia and not as or through any other Powerlifting federation, association, organization, group, coach, presenter or other individual or individuals in any manner whatsoever
  - iii. the Club conducting its activities entirely in accordance with Powerlifting Australia's Anti-Doping Policy in force at the time and in accordance with the Australian Sports Anti-Doping Authority Act (2006 and as amended)
  - iv. the Club giving preference in its promotional activities and displays to sponsors and commercial partners of Powerlifting Australia over any sponsors or commercial partners the Club itself may have, the Club not promoting any business or other entity which is in direct competition with any sponsor or commercial partner of Powerlifting Australia and also the Club promoting and advertising those sponsors and commercial partners of Powerlifting Australia in any reasonable manner directed by Powerlifting Australia. The sponsors and commercial partners of Powerlifting Australia as at the current date are identified in Schedule 1 and this Schedule may be added to or subtracted from by Powerlifting Australia at any time within the Term of this agreement, without altering the force of this or any other clause of this Agreement
  - v. the Club will at all times during the term of this Agreement maintain on its staff at least one National Coaching Accreditation Scheme Level 1 or higher Level accredited Powerlifting Coach where it has up to fifteen Powerlifting Australia registered Powerlifters, two such Coaches where it has sixteen to twenty-five Powerlifting Australia registered Powerlifters and three such

Coaches where it has twenty-six or more registered Powerlifters. Such accredited Coaches shall at all times be in substantial control of the training and competitive activities of Powerlifters training for competition. The Powerlifting Australia NCAS accredited Coaches on staff with YOUR CLUB HERE at the date of this contract are --

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- vi. the Club will at all times during the term of this Agreement, maintain on its staff or in its membership at least three persons who are currently qualified as Powerlifting Australia Provisional Referees, or as higher level Referees. The Powerlifting Australia accredited Referees on staff with YOUR CLUB HERE at the date of this contract are –

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- vii. the Club will ensure that all persons within the Club who are Coaches, Referees or persons training for Powerlifting competition are current members of Powerlifting Australia and thus subject to insurances held by Powerlifting Australia

- viii. the Club will at all times over the term of this Agreement maintain a physical training facility of a type and system of operation in substantial compliance with the National Strength And Conditioning Association (USA) Strength and Conditioning Professional Standards and Guidelines, set out here as Schedule 2

- ix. the Club shall conduct at least two Powerlifting Australia Powerlifting competitions in each full calendar year which falls within the Term of this Agreement or at least one such contest plus one Powerlifting Australia National Coaching Accreditation Course in each full calendar year which falls within the Term of this Agreement and/or a total of two such contests or Courses within the 14 month Term of this Agreement. All such competitions and Courses shall be conducted by the established methods and standards of administration of Powerlifting Australia, including on-line registration and fee payment by all participants through Powerlifting Australia’s website and the meeting of competition or Course expenses by Powerlifting Australia

- x. the Club shall display prominently on its physical premises and on any website it maintains at least one sign, as provided by Powerlifting Australia,

declaring its status as a Powerlifting Australia Affiliated Club. The Club may use that sign in any other display or manner that it wishes that is in general accordance with this Agreement

3. Powerlifting Australia will provide to the Club –
  - i. public display on Powerlifting Australia’s website of the Club’s status as a Powerlifting Australia affiliated Club, of the phone number and email of the Club’s Principal or head accredited Coach and a link to the Club’s website and the Club, by virtue of being a Party to this Agreement, hereby gives assent to the public display of this information
  - ii. all artwork necessary for compliance with clause 2(x) of this Agreement
  - iii. exclusive or priority access to any and all subsidy plans arranged with sponsors or commercial partners of Powerlifting Australia
  - iv. exclusive participation in a Champion Club–Men and Champion Club–Women awards at Australian Championships, subject to Club teams contesting such awards being verified as made up of Club members, each with a written training programme for the Championship prepared by a Club Coach and having been in substantial physical attendance at the club training premises for execution of that training programme
4. This Agreement may be varied at any time by mutual consent in writing by both Parties
5. Powerlifting Australia may terminate this Agreement at any point prior to completion of the Term, with immediate effect, by written notice to the club of such termination. Any such termination shall not be unreasonably issued and to be valid shall have a basis in a breach by the Club of a clause or clauses as listed in this Agreement.

**Signed on behalf of Powerlifting Australia Ltd**

**Name:** ..... **Date:** .....

**Signature:** .....

**Witness Name:** ..... **Signature**.....

**Signed on behalf of YOUR CLUB HERE**

**Name:** ..... **Date:** .....

**Signature:** .....

**Witness Name:** ..... **Signature**.....

**SCHEDULE 1 – POWERLIFTING AUSTRALIA SPONSORS AND COMMERCIAL PARTNERS**

**Nantong TianRun Sports Goods Co., Ltd T/A Samtek**

**City Strength Pty Ltd, as agent for SBD Apparel Limited**

**SCHEDULE 2 – NSCA STRENGTH AND CONDITIONING PROFESSIONAL STANDARDS AND GUIDELINES**