

AGREEMENT BETWEEN YACHT CLUB PORT BOURAS AND INTERNATIONAL OPTIMIST DINGHY ASSOCIATION

This Agreement is entered into by and between Yacht Club Port Bouras (here in after called the "Organiser") and the International Optimist Dinghy Association (hereinafter called the "Association")

Whereas the "Association" is responsible for the organisation of the International Optimist Championships and has decided to designate Organising Authorities to run these Championships in accordance with World Sailing rules and the International Optimist Dinghy Articles of Association, Continental Championship Conditions, and Optimist European Championship Conditions.

Whereas the "Organiser" has expressed its intent to organise the 2017 Optimist European Championship (hereinafter called the "Championship") and has provided the "Association" with a complete proposal, and

Whereas the "Association" has officially designated the Yacht Club Port Bouras as "Organiser" of this "Championship",

The "Organiser" and the "Association" in consideration of these premises, agree to as follows:

1. Object of this Agreement

Through this Agreement, the "Association" gives the responsibility for organising the 2017 **Optimist European Championship** to the "**Organiser**". The object of this Agreement is to define the rules under which this organisation shall be conducted.

2. Official name of the Championship

The official name of the Championships shall be: 2017 Optimist European Championship

Signatory for the Organising Authority

Signatory for the International Optimist Dinghy Association

3. Location and date

The Championship will be held at **Yacht Club Port Bourgas**, 1 Alexander Batenberg Street, Bourgas, Bulgaria from **July 30 to August 6th**, 2017.

4. Application of the Class Championship Organisational Guidelines

The "**Organiser**" agrees to run the event in accordance with the current Conditions for the Optimist Continental Championship and Optimist European Championship as well as the IODA Regatta Manual. These are key documents for running the event and should be strictly adhered to. In the event of any difficulty in interpretation, the "**Organiser**" should refer the matter to the "**Association**" for clarification.

5. Liability

The "Association" shall not be responsible for any liabilities, whether direct or indirect, undertaken by the "Organiser".

6. Termination

This Agreement shall automatically expire upon any of the following events, whichever shall occur first:

- successful completion of the "Championship"
- mutual consent between the "Organiser" and the "Association" to terminate this Agreement before completion of the "Championship" organisation
- decision by the "Association" to terminate this Agreement following failure of the "Organiser" to fulfil item 4 of this Agreement.

In the event that the "**Organiser**" decides unilaterally to discontinue the "**Championship**" organisation, or in the event that the "**Organiser**" fails to fulfil Item 4 of this Agreement, it shall pay to the "**Association**" compensation of: $\pounds 25,000$ which represents 25% of the likely entry fee

Pavment must be made within 28 days of termination of the contract.

Signatory for the Organising Authority

hy Association

Signatory for the International Optimist Dinghy Association

In witness whereof, the **"Organiser"** and the **"Association"**, on the date of signature here below, have entered into this Agreement as evidenced below by the signatures of their duly authorised representatives.

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Signatories:
For the Organisers:
Signature:
Name of Representative: <u>Evgeniy</u> MAUFODIEV
Position of Representative: <u>Fesident</u>
Witnessed by:
Signature of Witness:
Name of Witness: Stanisfar Kassarar
Address of Witness: 56 Doobanda Str. Bournas 8000, Bulgaria
Date: $13(11/2016)$
For the International Optimist Dinghy Association,
Signature:
Name of Representative: Luin F. Velored
Position of Representative: representative:
Witnessed by:
Signature of Witness:
Name of Witness:
Address of Witness: 26 MARLISDROUGH AVE TOROND ON
Date: NW-13/12 CANDAD

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