

BINADAMU BORA L.L.C email: <a href="mailto:admin@binadamubora.com">admin@binadamubora.com</a>
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## Representation Contract

This agreement is valid according to the client's signature date for one (1) year from the client's signature date. This agreement is between the client, BINADAMU BORA LLC (Sports Services), MAFANIKIO BORA ENTERPRISE (Sports Agency), and Athletes Representative. The Athletes Representative (hereinafter is the "Agent") is associated with the partnership of BINADAMU BORA L.L.C and MAFANIKIO BORA ENTERPRISE. The client (hereinafter is the Athlete) of the agreement unless renewed, terminated or suspended.

In consideration of the mutual promises hereinafter made by each to the other, Athlete and Contract signees agree as follows:

#### 1. General Principles

This agreement is entered into pursuant to and in accordance with International Athletic association Federation rules (hereinafter "IAAF") and United States Track and Field (hereinafter "USATF") and Athletic Kenya (hereinafter "AK") effective January 2nd 2021 and is amended thereafter from time to time. This agreement shall apply only with respect to the Agent's performance of services described below.

## 2. Contract Services

Commencing on the date of the Agreement, the Agent agrees to represent the Athlete to the extent requested by the Athlete in conducting individual compensation negotiations for the performance of the Athletes services as a Professional world class distance runner.



In performing these services, the Agent is the athletes delegated representative and is acting in a fiduciary capacity on behalf of the Athlete. In no event shall the Agent have authority to bind or commit the Athlete in any manner to an event with the express prior consent to the Athlete and in no event shall the Agent execute an Athlete contract on behalf of the Athlete.

## 3. Compensation for services

The Athlete shall pay fees to the Agent for services performed pursuant to this Agreement in accordance with the following provisions: A. Contract Advisor shall receive a fee of fifteen percent (15%) of the compensation received by Athlete unless a lesser percent (%) or amount has been agreed to by both parties and is noted in the space below.

In computing the allowable fee pursuant to section 3 the term "compensation" shall include only net income of all prize money winnings, salaries from sponsors, time bonuses, course record bonuses, prime bonuses, merchandise winnings (ex. automobile, if the auto is sold) along with appearance fees presented to the Athlete.

# 4. Payment of Contract Advisor's Fee

Contract Agent shall not be entitled to receive any fee for the performance of his/her services pursuant to this Agreement until the athlete receives the compensation upon which the fee is based. Further, Contract Agent is prohibited from discussing any aspect of his / her fee arrangement hereunder with any sponsor or any other athlete.

## 5. Expenses

Athlete shall reimburse Contract Advisor for all reasonable and necessary communication expenses (i. e. telephone and postage) actually incurred by Contract Advisor in connection with the negotiation of Athletes contract. Athlete shall also reimburse contract Advisor for all reasonable and necessary travel expenses actually incurred by Contract Advisor during the term hereof in the negotiation of Athlete contract, but only if such expenses and approximate amounts thereof are approved in advance by the Athlete. The Athlete shall promptly pay all such expenses upon receipt of an itemized, written statement from Contract Advisor.

After each season prior to the athlete departure back to their home country, the Contract Advisor must send to the athlete an itemized statement of fees charged to the athlete for and any expenses incurred in connection to the performance of the following services; (a) individual athlete salary negotiations, (b) management of the athlete's assets, (c) financial investment, legal, tax, and /or other advice, and (d) any other miscellaneous services.



#### 6. Terms

The term of this agreement shall begin on the date hereof and shall continue in effect until the expiration date of an athlete contract executed pursuant to this agreement or any extension, renewal, or modification of the Athlete's contract, whichever occurs later provided that either party may terminate this agreement effective fifteen (15) days after written notice of termination is given to the other party and provided further that if the agent's certification is suspended or revoked by World Athletics (IAAF), or USATF, or AK.

This agreement shall automatically terminate effective as of the date of such suspension or termination from any violations of IAAF or USATF or AK rules and regulations. In computing the allowable fee pursuant to section 3 the term "compensation" shall include only net income of all prize money winnings, salaries from sponsors, time bonuses, course record bonuses, prime bonuses, merchandise winnings (ex. automobile, if the auto is sold) along with appearance fees presented to the Athlete.

Upon being terminated pursuant to either of the above provisions, the Agent shall be entitled to be compensated for the reasonable value of the services he or she has already performed based upon the fee scheduled contained in paragraph 3 above.

WEBSITES PERTAINING TO AK, USATF, NADO, WADA, AND WORLD ATHLETICS <a href="http://www.athleticskenya.or.ke>PDF">http://www.athleticskenya.or.ke>PDF</a> constitution and rules - Athletics Kenya

https://usatf.org>governance>rule
Rule Books | USA Track & Field

https://www.worldathletics.org>bo
Book of Rules | Official Documents - World Athletics

https://www.wada-ama.org>model-

Model Rules, Guidelines and Protocols | World Anti-Doping Agency - WADA

https://www.athleticsintegrity.org>...PDF

RULE 15: NATIONAL FEDERATIONS ANTI-DOPING OBLIGATIONS



## 7. Entire Agreement

This Agreement along with the IAAF and USATF or AK regulations, sets forth the entire agreement between the parties hereto and cannot be amended, modified, or changed orally. Any written amendments or changes shall be effective only to the extent they are consistent with standard representation agreement as approved by World Athletics (IAAF), or USATF, or AK.

This information is to provide a brief understanding of Management and the financial criterion. Generally, the BINADAMU BORA L.L.C and MAFANIKIO BORA ENTERPRISE partnership role is to negotiate for athletes' needs, such as; expenses for round trip travel, hospitality, appearance money, sponsorship / facilitation, wages, and earnings.

The "Racing Event and its' sponsor(s)' hospitality covers the generous reception, gifts, housing / lodging, dining, entertainment for professional athletes and athlete(s)' representative. Usually professional runners receive hospitality based on his or her world ranking and / or platinum, gold, and / or silver qualifying standards. For more information on World Athletics (IAAF) ranking and qualifying standards view the links below.

https://www.worldathletics.org/world-ranking-rules/basics

https://trackandfieldnews.com/article/the-iaafs-new-olympic-qualifying-procedure/

https://media.aws.iaaf.org/competitioninfo/aaadfb42-520d-4377-b81d-0466ed778754.pdf

Appearance money, as mentioned under hospitality; is based on a professional runner's World Athletics ranking. Usually runners who rank in the World Athletics' top 25 and / or meet World ranking top qualifying platinum label, gold label, and / or silver label standards are considered for appearance money, and travel expenses.

The "Racing Event Sponsor(s), Director(s), and / or Race Event's management will provide prize monies earned by the athlete(s), and applicable appearance money to BINADAMU BORA L.L.C... BINADAMU BORA L.L.C then will provide athlete's Representative (MAFANIKIO BORA ENTERPRISE) with the net earnings deducted from monies obtained from the Racing Event's Sponsor(s), Director(s), and / or Racing Event's management. MAFANIKIO BORA ENTERPRISE will then pay the net prize money and / or net applicable appearance money to the Athlete(s) responsible for the net earnings.



All business transactions involving "the BINADAMU BORA L.L.C and MAFANIKIO BORA ENTERPRISE partnership" are normally handled through business banking and / or wire transactions. As a rule of thumb; legal business checking account transactions and / or wire transactions are a wise preventative measure used to deter money laundering and embezzlement.

Sponsorship and / or facilitation not associated with racing events cover provisional costs. The Sponsor(s) and / or facilitator(s) provide the athlete with running kits, housing, nutrition, and a portion of insurance expenses through BINADAMU BORA L.L.C and / or MAFANIKIO BORA ENTERPRISE. Keep in mind; insurance expenses are based on jurisdiction and insurance law. Nevertheless, for Management services that are provided for a professional runner... "the BINADAMU BORA L.L.C and MAFANIKIO BORA ENTERPRISE partnership" redeems a standard 15 percent of everything an athlete earns, such as; sponsor deals, appearance fees, and prize money, no matter how small or great the racing event or winnings.

"WHAT'S IN IT FOR ME?".... Experiencing the BINADAMU BORA effect. WEAR IT' BE IT. We are currently welcoming prominent ethical companies and people who are willing to become a member of our Word Class Athletic Family. The English translation of BINADAMU BORA in our mark is "The Best Human Beings". Experience the BINADAMU BORA effect by becoming a member of The Best Human Beings we can be. Our philosophy BINADAMU BORA "WEAR IT' BE IT" is just one of the platinum and gold standards of success. THAT'S WHAT IS IN IT FOR YOU!

https://michigan-company.com/co/binadamu-bora-l-l-c



## **NOTE!**

**BINADAMU BORA L.L.C road race list selection for elite contest** adheres to World Athletics platinum label races, gold label races, and silver label races. The following links are as follows.

## PLATINUM LABEL ROAD RACES

https://www.worldathletics.org/results/platinum-label-road-races

#### **GOLD LABEL ROAD RACES**

https://www.worldathletics.org/results/gold-label-road-races

## SILVER LABEL ROAD RACES

https://www.worldathletics.org/results/silver-label-road-races

**BINADAMU BORA L.L.C athletes' ranking** is determined by the World Athletics ranking system. The following links can be viewed for more details.

https://www.worldathletics.org/world-ranking-rules/road-running

https://www.worldathletics.org/world-ranking-rules/track-field-events

https://www.worldathletics.org/world-ranking-rules/basics



## **EXAMINE CONTRACT CAREFULLY BEFORE SIGNING**

IN WITNESS WHEREOF; the parties hereto have hereunder signed their names above their name as hereinafter set forth.

Kindly sign above your name and date as agreed	
Athlete: John Doe / Jane Doe	
Athletes Representative: Geofery Kipkemoi Terer Date:	
LLC Resident Agent: Ruben Henderson Jr Date:	
BINADAMU BORA L.L.C	

Resident Agent: Head Coach, Ruben Henderson Jr

6026 Kalamazoo Avenue South East # 214

Kentwood, Michigan 49508

WhatsApp Phone Number: +1 (616) 325-5079,

Email: ruben@binadamubora.com

MAFANIKIO BORA ENTERPRISE Camp

Athletes Representative: Coach, Geofrey Kipkemoi Terer

57 Litein Street

Bureti Litein KCO 20210 Kenya

WhatsApp Phone Number: +254 722 230378

Email: <a href="mailto:geofrevterer@binadamubora.com">geofrevterer@binadamubora.com</a>

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