

TO: Original Contract File

Attached is an original contract. It is to be filed in the contract file with the following number:

80586

Copies of this cover note are to be sent to:

Copy of Contract Attached?

Account Executive:

1. John Beddington-London

Yes

No

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2.

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Accounting:

Attention: David A. Rees

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Attention: Brian Roggenburk

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Working File:

1. PIA World Series of Squash-1978 ()

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2.

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This cover note should be filed (1) in the chronological index and (2) in the alphabetical index under the following captions:

World Series of Squash- 1978

Summers, Ken

IME

Notes:

Accounting: London will handle billing

Original Contract: Yes

No

Termination Date

Option Date

Option Date

Date:

July 13, 1978

Initials:

FSR

From: International Merchandising Establishment,
Haus Gafadura, P.O. Box 1815, 9490 Vaduz,
Liechtenstein.

To: Mr. Ken Sommers, Squash Centre Gelderland,
Paapestraat 25, Westervoort, Holland.

Dear Mr. Sommers,

As you are aware we have acquired the right from Pakistan International Airlines to hold and organise the Tournament mentioned below in this letter and the purpose of this letter is to set out the terms on which we offer to licence to you the right to hold this Tournament.

These terms are as follows:-

1. In this letter the following expressions shall have the following meanings:-

- (a) "the Tournament" shall mean the 1978 PIA World Series of Squash proposed to be held at Squash Center-Brabant, Mierlo Hout and Tennis & Squash Centrum, Pellikaan, Goirle.
from 26th August 1978 to 31st August 1978
- (b) "the Squash Players" shall mean the 16 leading Squash Players in the World (excluding South Africa) providing that in the event that any such players shall be unavailable the entry of the next available leading player in the recognised International Squash Players Association seeding list shall be accepted.
- (c) "Gross Revenues" shall mean the gross income arising from
(i) the sale of tickets for the Tournament;
(ii) the sale of programmes for the Tournament; (iii) payments by caterers, exhibitors and others afforded an

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opportunity of selling goods and services at the Tournament, excluding PIA, Avis, Dunlop and any other sponsors connected with the whole PIA Series of Squash circuit.

(iv) the exploitation of the television rights relating to the Tournament (v) all other sundry income receivable in respect of the Tournament.

2. For the consideration hereinafter referred to you will be licensed and granted the right to hold the Tournament upon the terms and conditions of this Agreement.

3. (a) You undertake that you will hold the Tournament as a Squash Tournament at the venue and at the time referred to in paragraph 1 (a) of this letter and in accordance with the detailed Tournament Schedule to be agreed between us at a future date at least two calendar months prior to the Tournament.

(b) You will comply in all respects with the International Squash Rackets Federation and the International Squash Players Association requirements in relation to the Tournament and shall take such other steps as may be necessary to ensure the status of the Tournament.

4. You undertake to hold and organise the Tournament in a proper and business-like manner and in particular:-

(a) to effect insurances with a reputable insurance office in respect of all necessary and appropriate risks in adequate amounts.

(b) to make all arrangements for the hiring of the squash courts and ancillary facilities and obtain all licences and permissions which may be necessary from the relevant competent authority for the admission of the public to the Tournament.

(c) to arrange if necessary adequate parking facilities and suitable access to those facilities.

(d) to arrange suitable single room accommodation with breakfast ~~and one other~~ ~~need to be provided for each of the Squash Players~~ for each of the Squash Players during the period of the Tournament and further for the period during which each of the Squash Players are present in Holland for the purpose of participating in the tournament, commencing Friday the 25th August 1978 to Thursday 31st August 1978.

(e) to arrange suitable single room accommodation with breakfast for up to four representatives of IME or their nominees during the period of the

Tournament and further for the period during which the four representatives are present in Holland for the purposes of assisting at the tournament.

(f) to provide for adequate and suitable Press and Public facilities and where suitable stands for viewing the Tournament.

(g) to provide if necessary adequate ancillary services such as maintenance workers, stewards, officials, security guards and television facilities.

(h) to arrange for adequate services, particularly supply of water, toilet facilities, medical services, changing facilities, ~~tables~~, markers, referees and scoreboards. *AK*

(i) to arrange and provide for printing of posters, programmes and/or brochures, tickets and adequate and requisite local advertising and publicity for the Tournament, the quality of such advertising and publicity to be to the satisfaction of IME and PIA.

(j) to arrange and provide for sufficient space at the Tournament for our sponsors, including PIA, Avis and Dunlop, (to erect banners) and for our sponsor PIA to receive identification in two places on the tin on the main court and for our sponsor Avis to receive identification in one place on the tin on the main court (such identification to be no larger than 16 inches high by 2½ feet long). ()^x only, if the squash centre concerned agrees. *AK MS*

(k) to arrange and provide for a minimum of five pages and a maximum of eight pages black and white in the programme free of charge for our sponsors advertising and editorial requirements, to be received by K.V. Sommers no later than the 20th June 1978. *AK MS*

(l) to arrange and provide a minimum of six and a maximum of twelve tickets, free of charge, at each session at the tournament for use by our sponsors. In addition, you agree to provide our sponsors PIA, Avis and Dunlop with the opportunity to purchase tickets in advance of the tournament, such purchases to be made at the full price. *AK MS*

(m) to provide suitable space for the Squash Players to spectate at the tournament.

5. You will be responsible for and shall bear the cost of holding and organising the Tournament particularly (but without prejudice to the generality of the foregoing) the cost of those items referred to in paragraphs 3 and 4 of this letter.

6. It is confirmed that you are entitled to receive and retain for your own account the Gross Revenues. *AK MS*

7. IME hereby agrees to provide:

- (a) the prize money of £10,000 (UK) for the Tournament such prize monies being provided to IME by PIA and this agreement shall be conditional upon the due fulfillment by PIA of their sponsorship agreement with us whereby they provide such monies and accordingly should they fail to comply with their sponsorship agreement with us and thereby fail to provide the prize monies then we shall upon notice being given to you be entitled to terminate this agreement and such termination shall be on the basis that neither of us shall be liable to the other in respect of our obligations under this agreement or for expenses or liabilities which the other party may have incurred (whether before or after the date of such notice).
- (b) the Squash Players as defined in clause 1b. The names of these Squash Players will be advised to the tournament as soon as possible and at least two calendar months prior to the commencement of the Tournament. In addition the seeding for the tournament will be provided.
- (c) a minimum of six motor vehicles free of charge for the period of the tournament to be used for the transport of players. You agree to pay for the running costs of such motor vehicles and if possible to provide competent drivers for such motor vehicles, to a maximum of £ 60.00 (sixty pound sterling)
- (d) a sufficient number of squash balls to be used in the tournament.
- (e) biographies and photographs of the Squash Players for use in the tournament programme and for distribution to the local press.
- (f) Artwork for posters advertising the Tournament which will include identification for PIA, Avis and Dunlop and will leave sufficient space for any local sponsor.
- (g) Artwork for the front cover design for the tournament programme which will include identification for PIA, Avis and Dunlop and will leave sufficient space for any local sponsor.
- (h) an international press release service.
- (i) assistance during the event and advice and consultation with respect to the organisation and promotion of the Tournament.

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8. In consideration of the rights to be granted hereunder you will pay to us a licence fee of £3,000 to be made payable to International Merchandising Establishment clearing account or as we shall direct and such payment shall be made as follows:

~~Handwritten mark~~ (a) the sum of £1,500 to be paid in the manner as ~~stipulated in the signature~~ ~~of this agreement~~ agreed by telephone; to be deposited into an account by the A.B.N. Bank, London, to be obtainable by I.M.E. at the commencement of the tournament

(b) the sum of £1,500 to be paid in the manner as ~~stipulated in the signature~~ ~~of this agreement~~ agreed by telephone, at the end of the tournament (in cash). ~~Handwritten mark~~ VMS

9. As you are aware we are entitled to hold and organise the World Series of Squash and if for any reason beyond our control we are not able to provide you with the activities and opportunities referred to in this agreement then we shall be relieved from respective obligations to each other under this agreement. ~~except we shall be entitled to be reimbursed~~ ~~by you of any out of pocket expenses which we may have incurred in performing~~ ~~this agreement up to the occurrence of this aforesaid event~~ ~~Handwritten mark~~ VMS

10. This offer and any contract arising from acceptance of it shall be personal to you and you shall not assign or part in any way with the benefit of this offer or such contract or any of your rights arising thereunder without our prior written consent.

11. You agree that while this agreement is in force you will not enter into any agreement with any other party to promote or organise a professional squash tournament as part of an international squash circuit.

12. This offer and your acceptance of it shall not create any partnership or agency between us neither shall you be entitled to represent or hold yourself out in any way as acting on our behalf.


In order to accept this offer would you please sign the memorandum of acceptance endorsed on the copy of this letter which is enclosed and send it to me at the above address. The offer contained in this letter shall not be capable of acceptance in any other manner and no contract VMS

shall arise between us unless and until such acceptance is actually received at the address mentioned and such receipt shall create a legally binding contract between us governed by English law.

Yours faithfully,

INTERNATIONAL MERCHANDISING
ESTABLISHMENT


Lorenz Kaufmann


Dr. Max Schucan

I/We hereby accept the offer contained in your letter to us of which the above is a copy and agree to be bound by their terms thereof.

Dated this 6th day of June 1978

SIGNED.....