## **Draft / Agreement**

# TV "Germania" Buschhütten 1885 e.V. (EJOT Team)

Here in after referred to as "the club" and

### Klaudia Sebók (exact name)

Here in after referred to as "the triathlete", here with agree the following:

#### a) Duration of the agreement

The present agreement shall be valid from 1<sup>st</sup> January 2019 until 31<sup>st</sup> December, 2019. The agreement shall automatically remain valid for a further calendar year if it is not ended in writing until the 30<sup>th</sup> October of the year by either the club or the triathlete.

#### b) Obligations of the club

The club shall undertake the following:

- Cost-free Clothing equipment from Skinfit -
- Assumption hotel of an overnight accomodation before each league race (if necessary)
- Free transfer with the team to each league race from and back to Buschhütten
- The club shall pay a contribution to the travelling expenses (in case of the triathlete makes the journey by himself) in the amount until € 250,-- for each 1. league competition. If the costs for the journey are higher then euros 400,-- the Triathlet needs the agreement of the team manager for the assumption of the costs. However maximally the actual travel expenses are refunded, proven by appropriate proofs (flight ticket)
- The nomination of the individual active participants for each competition of the 1. national league shall be decided by the sports Manager. The triathlete has no legal title to be nominated. If the triathlete shall not be nominated, he also has no title to a financial allowance.
- This regulation applies only on competitions of the 1.national league. A title to a financial allowance for any other competition does not exist.

#### c) Obligations of the triathlete

- For all competitions of the 1. national league, the triathlete shall bee obliged to start for the club and to wear the competition dress of the club. Furthermore, the triathlete shall be obliged to wear the team dress) specified by the team or sports manager on the day of the competition and respectively on the day of arrival and departure.
- The triathlete shall be obliged to do his utmost in order to be able to participate in many league competitions for the club. A corresponding time scheduling with the sports manager shall take place at the latest in Marc of the contract year concerned. The sports manager reserves the right to modify this time scheduling within a competition year in accordance with the triathlete.
- The triathlete shall be obliged to show a sportsmanlike and fair behaviour in the competitions and to a positive representation of the club (e.g. in interviews, press meetings, presentation ceremonies, training camps, etc.).
- The triathlete shall, after previous agreement, be at the club's disposal for other events (e.g. press and sponsors' meetings, etc.).

- The triathlete shall have to make sure to take all measures (e.g. training, medical treatment, etc.) which will be necessary to grant adequate sportive performances.
- The triathlete himself shall have to take care for the perfect and competition-suitable condition of his equipment (e.g. racing bike, competition dress, etc.).
- The triathlete shall be obliged to immediately inform the club, the contact person is the team or sports manager, if he should not be able to fulfil the agreements made (e.g. in case of illness, etc.). The club reserves the right, should the case arise, to demand corresponding proofs (e.g. medical certificate, etc.)
- the triathlete has to guarantee that he all legal and reasonable possibilities (e.g. training, medical treatment, etc.) exhausts, which are necessary, in order to furnish sporty achievements. All offences of the triathlete against the anti- Doping order of the German Triathlon union (AdO), are punished with the cancellation without notice and reclaim of all achievements. The association reserves itself, appropriate financial or material damage, which develops for the association from a Doping suspicion and Doping passing to make valid against the athletes. In the case of suspicion its own Doping investigation is accomplished by the team physician.
- The triathlete shall obliged to keep <u>absolute secrecy</u> of the respective terms of contract. Any violation of the contract shall lead to the revocation without notice of the contract.

Furthermore, violations of the contract may be punished with a cut back or cut of the bonus, reclamation of the allowances already paid and the dresses put at disposal or respectively with the revocation without notice of the contract.

Buschhütten, 11.11.2018

Turnverda Germania" 1885 e.V.

TV "Germania" Buschhütten e.V.

Sabine Jung

Klaudia Sebók

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ract Klaudia Sebók

Turnver Q. Symania" (205 e.)

Krauz G. Buschhutte
Team Manage

Schök Wander