

## SPONSORSHIP AGREEMENT

<b>Date</b>	[date of signing of agreement here]
<b>Parties</b>	Between  <b>[Insert your Organizer name ]</b>  and  <b>[Insert your sponsor name ]</b>

### TERMS AND CONDITIONS

#### 1. TERM OF CONTRACT

The term of this contract shall commence on the date of signing and continue until [insert end date here] or where either of the parties terminates pursuant to the terms and conditions of this contract.

#### 2. SPONSORSHIP RIGHTS AND BENEFITS

##### 1. Grant of Sponsorship Rights to [Name of Sponsor]

(a) **[Organizer]** grants to **[Sponsor Name]** a [choose - non-exclusive/ exclusive] sponsorship right in the [select sponsorship type - eg. major/ gold/ silver/ partner/ supplier/ provider] category.

##### 2. Sponsorship Benefits to [Sponsor Name]

(b) [Sponsor Name] will be entitled to the following Sponsorship Benefits:

i. List Sponsorship Rights and Benefits as per your Proposal

### **3. Right to Use Official [Organizer name] Logo to Promote Sponsorship**

[Organizer] grants to [Sponsor Name] the non-exclusive, non-transferable, royalty free license to reproduce and display the [organizer] logo during the term of this agreement in order to promote its sponsorship of the [Organizer name]

### **3. COOPERATION**

1. Both [Organizer name] and [Sponsor Name] will endeavour to conduct itself in a manner so as to present a professional and high quality promotion and image of the sport and [Sponsor Name].
2. [Organizer name] must not bring into disrepute or otherwise damage the name or goodwill of [Sponsor Name] or the corporate identification.
3. [Sponsor Name] must not bring into disrepute or otherwise damage the name or image of the [Organizer name].
4. [Organizer name] will use its best endeavours to ensure that all third parties act consistently with the Sponsorship Rights and Benefits and do everything necessary in order for [Organizer name] to perform its obligations under this Agreement. [Organizer name] will use its best endeavours to prevent any third party from infringing the rights of its sponsors and if necessary take legal action to stop any actions and protect the rights of any sponsors.

### **4. EXTENT OF EXCLUSIVITY OF SPONSORSHIP**

1. [Organizer Name] acknowledges that [Sponsor Name]'s sponsorship is on the basis that it is the exclusive sponsor in the [insert sponsor category – eg. Telecommunications, banking and finance, airline, motor vehicle, beverage] category of sponsors.
2. [Organizer name] undertakes that it will not grant any marketing, promotion or sponsorship rights or benefits in connection with the [Organizer name] to any provider of [sponsor category service/ product], other than [Sponsor Name].

*The following section (5 – The Event/s), only needs to be included if your sponsorship agreement is event-based.*

## **5. THE EVENT/S**

### **1. Staging of the Event**

[Organizer name] must stage the following Events, unless otherwise agreed by [Sponsor Name]:

*Examples:*

- (i) NAME OF THE EVENT
- (ii) NAME OF TH EVENT
- (iii) NAME OF THE EVENT

### **2. Quality of the Event**

[Organizer name] must ensure that the field of competitors in the Event is commensurate with the high quality and reputation of the Event and the benefits to be provided to [Sponsor Name] under this Agreement.

### **3. Official Event Logo of the Event**

All rights pertaining to the Official Event Logo are reserved by [ORGANIZER NAME].

## **6. ADVERTISING AND PROMOTIONAL MATERIAL**

1. In respect of any advertising materials produced by [[Organizer name] containing any corporate identification, [NF Name] must obtain [Sponsor Name] approval before the advertising materials are authorized for manufacture or publication. Such approval will not be unreasonably withheld or delayed.
2. In respect of any advertising materials produced by [Sponsor Name] containing any corporate identification, [Sponsor Name] must obtain [Organizer name] approval before the advertising materials are authorized for manufacture or publication. Such approval will not be unreasonably withheld or delayed.

## **7. SIGNAGE AND EQUIPMENT**

1. [Organizer name] will be responsible for the security of all signage and equipment after it has been delivered by [Sponsor Name] to the [Organizer name], venue, or event.
2. [Organizer name] will be responsible for the proper and effective installation, dismantling and packaging of all signage and equipment, unless otherwise provided in this agreement.
3. [Organizer name] will endeavor to ensure that signage is best positioned in prime locations for maximum exposure at events and for any media coverage.
4. Subject to wear and tear, [Organizer name] will ensure that all signage and equipment remains in a presentable condition.

## **8. SPONSORSHIP MONIES**

### **1. Payment of Sponsorship Monies**

- (a) In consideration of the Rights and Benefits granted to [Sponsor Name], and the obligations to be performed by [Organizer name] under this Agreement, [Sponsor Name] will pay [Organizer name] the sponsorship monies in the installments and on or before the dates as set out in the Sponsorship Monies Payment Schedule, subject to [Organizer name] compliance with this clause 7.
- (b) Except to the extent otherwise provided in this Agreement, the Sponsorship Monies will be the total fees payable by [Sponsor Name] for the Sponsorship Rights and Benefits provided by [Organizer name] under this Agreement. No additional charges will be made on account of new or existing or increased government levies or charges applicable to this agreement other than where the liability to pay such levies or charges is imposed directly on [Sponsor Name] by an amendment or enactment of relevant legislation.

### **2. Sponsorship Monies Payment Schedule**

<b>Date</b>	<b>Amount of Sponsorship Monies</b>
Upon execution of this Agreement	XYZ
<b>TOTAL</b>	<b>XYZ</b>

## **9. CONFIDENTIALITY**

### **1. Protection of Confidential Information**

Subject to clause 9.2, and each party's rights under this Agreement, each recipient must:

- (a) Hold the confidential information in strict confidence and not disclose or cause or permit the disclosure of the confidential information, except as required by law or as permitted under this agreement or with the prior written consent of the discloser; and
- (b) Do anything reasonably required by the discloser to restrain a breach of confidentiality by any person.

### **2. Permitted Use and Disclosure**

Each recipient may only:

- (a) Use the confidential information for a purpose necessary for exercising its rights or performing its obligations under this agreement or as required by law; and
- (b) Allow access to the confidential information to such of the recipient's employees, directors or professional advisers who have a genuine need to know that confidential information.

## **10. INDEMNITY**

[Organizer name] indemnifies [Sponsor Name] against any claim, action, damage, loss, liability, cost or expense that [Sponsor Name] may suffer, pay, incur or is liable for directly or indirectly by reason of or in any way arising out of or in connection with:

- (a) Any breach of this Agreement by [Organizer name] or
- (b) Any negligent act or omission, fraud or wilful misconduct on part of the [Organizer name].

## **11. TERMINATION**

### **12.1 Mutual Termination Events for Default**

Either [Sponsor Name] or [[Organizer name]] may immediately terminate this Agreement by written notice if:

- (a) One party breaches a material term of this Agreement; and
  - (i) It cannot be remedied; or

- (ii) If capable of being remedied, such breach is not remedied within 14 business days of a written request by the other party to remedy that failure

**12.2 [Sponsor Name] Grounds for Termination for Default**

[Sponsor Name] may immediately terminate this Agreement by written notice to [Organizer name] if:

- (a) [Sponsor Name]'s name is, in the reasonable opinion of [Sponsor Name] brought into disrepute by [Organizer name] or by being associated with [Organizer name].
- (b) Upon termination of this Agreement by [Sponsor Name][Organizer name] will refund to [Sponsor Name] the Sponsorship Monies paid in relation to any Event, Program or Activity which was scheduled to be held after the date of termination.

**12.3 [Organizer name] Grounds for Termination for Default**

[Organizer name] may immediately terminate this Agreement by written notice to [Sponsor Name] if:

- (c) [Organizer name]'s name is, in the reasonable opinion of [Organizer name] brought into disrepute by [Sponsor Name] or by being associated with [Sponsor Name].
- (d) Upon termination of this Agreement by [Organizer name] [Sponsor Name] will forfeit any monies already paid in Sponsorship Monies and all rights referred to in Clause 2.

**12. AMENDMENTS**

No amendment or variation of this Agreement is valid or binding on a party unless in writing and executed by all parties.

**13. GENERAL**

**1. Relationship of Parties**

Nothing in this Agreement will be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever.

**2. Costs and Expenses**

Each party must pay its own legal costs and expenses for the negotiation, preparation, completion and stamping of this Agreement.

In witness whereof the sponsor and organizer hereby agree to enter in to this agreement on the DAY MONTH AND YEAR written above by affixing their respective signature below.

Signature

Signature

**SPONSOR**

**ORGANIZER**