

AU-MADspo02

## **Sponsorship agreement: tournament, league or series of events**

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## Sponsorship Agreement [title of event]

Date: [Date]

Parties:

[Name of event organiser]

of

[address of event organiser] (" ")

and

[name of sponsor]

of

[address of sponsor] ("the Sponsor")

and

[name of venue owner]

of

[address of sponsor] ("the Owner")]

**It is now agreed as follows:**

### 1. Definitions

In this agreement, the following words shall have the following meanings,  
:

"Event" means the [Sydney Summer Bowling Championship 2015].

"Intellectual Property" means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software,

"Match" means one of the individual matches

"Fee" means the price for the Sponsorship agreement.

"Term" means the period from today until the date [seven] days after the date of last Match [ ].

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 A reference to a person is a reference to one or more individuals, whether or not formally in partnership, or
- 2.2 any agreement by any party not to do or
- 2.3 [except where stated otherwise],
- 2.4 in this agreement references to a party include references to a person
- 2.5 the headings to the paragraphs ( )
- 2.6 all money sums mentioned in this

## 3. Warranties for authority

Each of the parties warrant:

- 3.1 that it has power to [ ].

3.2 that it is not aware of anything within

3.3 that it is not insolvent and knows of no circumstance which

#### **4. Relationship of parties**

4.1 Nothing in this agreement shall create a partnership or agency [or ],

4.2 Neither party shall have, nor

*OR*

4.3 [party] enters into this agreement [ ]

#### **5. Entire agreement**

5.1 This agreement contains the entire

5.2 Each party acknowledges that, in entering into this agreement,

#### **6. The venue Owner**

The Owner :

6.1 he accepts and approves

6.2 he will not

## 7. Grant of sponsorship rights

7.1 The Organiser now warrants that he owns and/or

7.2 The Organiser now grants to the Sponsor the [exclusive]

7.3 The rights and licences granted by this agreement  
[ / ] [ 4 ].

7.4 If this agreement is renewed for a future Event,

## 8. Sponsorship Fee and payment

8.1 As payment for the rights and licences

8.1.1 by [on signing this agreement];

8.1.2 by [date];

8.1.3 by [date];

8.2 All sums due under this agreement:

8.2.1 shall be made in full, without any set-

8.2.2 shall be made by the due date, failing which the Organiser may charge the

[ 5 ]%

[ ]

;

8.2.3 shall be paid in

[ ' ].

OR

8.2.4 [specify method of payment and due date]

8.3 If any applicable law requires any tax or charge to be deducted before payment,

( )

8.4 Any sum due under this agreement not expressed in Australian Dollar shall

8.5 Where credit has been agreed in writing between , 30

8.6 No right of set off shall arise.

8.7 In addition to payment of the Fee, the Sponsor will provide [ / / ] [ / ] , [ ].

## 9. Sponsorship rights granted

In consideration for the payment by ,

9.1 to be designated as an " " [ ]

9.2 of access by its employees and contractors at reasonable times after notifying , , , .

- 9.3 to use the Intellectual Property of the Organiser so far as it  
, .
- 9.4 to advertise at every Match:
- 9.4.1 [size, place, , ,  
]
- 9.4.2 [specification of adverts on scoreboards];
- 9.4.3 [specification  
]
- 9.4.4 [other advertising and promotion on site]
- 9.5 to receive free ,  
:
- 9.5.1 the Match programme,  
1 ;
- 9.5.2 any listing of sponsors, or  
;
- 9.6 to receive [number] tickets to [ ]  
;
- 9.7 to host corporate hospitality  
2 .
- 9.8 the exclusive right for the Sponsor to  
[ / ] 3 .
- 9.9 to organise and stage press conferences  
, .
- 9.10 [to ] ?]

## 10. Joint obligations

Each of the

:



10.1 co-operate fully and in good time with

10.2 not make a press announcement in respect of this

10.3 not do anything which prejudices or defames the other  
[ ]

## 11. Obligations of Sponsor

The Sponsor :

11.1 provide whatever information the Organiser reasonably requires in

11.2 offer for sale in connection with the Event only [ / ]

11.3 insure all [products / services]  
[ / ].

11.4 exercise all rights granted in this agreement in accordance with the  
[ ]

## 12. Obligations of Organiser

12.1

1 .

12.2

12.3

12.4

[ / ]  
]

[ /

12.5

### 13. Indemnity

13.1

13.2 any act by any spectator at a Match;

13.3

13.4

13.5

### 14. Protection of intellectual property of Organiser

14.1

;

14.2

## 15. Right to renew

2018 ,

, :

15.1

( ).

15.2

,

## 16. Termination

:

16.1 commits a material breach of this agreement;

16.2

,

,

16.3

[

, , ]

## 17. Consequences of termination

After this agreement terminates:

17.1

,

;

17.2

;

17.3

,

;

,

17.4

,

.

## 18. Assignment

18.1

,

,

-

,

,

,

:

18.2

,

.

## 19. Miscellaneous matters

19.1

,

,

.

19.2

,

.

19.3

.

19.4

19.5

19.6

19.7

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

. [ - . ,

]

19.8

19.9

19.10

19.11

[ ]

[ ]

Signed by

a duly authorised representative of the Organiser

Signed by

a duly authorised representative of the Sponsor

[Signed by

a duly authorised representative of the venue Owner]

## **Schedule 1 The Match programme**

## **Schedule 2 Corporate hospitality functions**



## Schedule 3 [Services / products] the Sponsor may sell

**Schedule 4 [industry sectors / product ranges] [and countries]**

## Explanatory notes:

**Sponsorship agreement: tournament, league or series of events**

### General notes

1. If the Organiser and the Sponsor have not worked together before, we advise that the Sponsor should be very precise as to what he wants out of the deal. It is all too easy to assume that the nice guy he is dealing with has the power

### Paragraph specific notes

Notes following the numbering of the document

#### 1. **Definitions**

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

We have provided a suggestion for the term of the agreement. That is really a commercial matter. Do you want your deal to run from a date far in advance of actual event

?

#### 2. **Interpretation**

Leave these items in place unless there is a good reason to edit or remove. The point on GST can be deleted for commercial transactions,

#### 3. **Warranties for authority**

This paragraph protects the sponsor in particular. If you are dealing with a company and do not know who has authority to do what, leave this paragraph in place. It also covers a situation where

#### 4. **Relationship of parties**

This is a simple statement for the avoidance of doubt. Of course other documents may indeed create the relationships mentioned. For example, most directors will be employees. It is important however, that this document

does not accidentally create other relationships. On the other hand, whilst it is important that this document is

## **5. Entire agreement**

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on, let them be listed

## **6. The venue owner**

This optional paragraph covers the possibility that there is one (or more) venue which is owned and controlled by a third party. The organiser will use the venue under the terms of his own

## **7. Grant of sponsorship rights**

The last sub paragraph covers the possibility of future contracts. Consider carefully whether you want either side to be bound to one or more terms of the contract for the eleven months of the year ( )

## **8. Sponsorship Fee and payment**

There are choices here. The last sub paragraph covers the possibility of the Sponsorship

## **9. Sponsorship rights granted**

This is the commercial centre of the agreement. Only you can decide what elements make up your contract. We can only provide ideas.

## **10. Joint obligations**

These items are difficult to enforce or even to specify precisely. However, the

**11. Obligations of Sponsor**

We have no comment.

**12. Obligations of Organiser**

These are the fundamental obligations of the organiser. The detail of

”

**13. Indemnity**

This is essential protection for the Sponsor. He has no control over what happens at a match but his material could

**14. Protection of Intellectual Property of Organiser**

IP is everywhere we look. Inevitably, the sponsor will use some of the IP of the organiser and maybe

**15. Right to renew**

Sponsorship is often seen by a sponsor as a “hit-and-miss affair. Like much marketing expense, it is difficult to

**16. Termination**

We have no comment.

**17. Consequences of termination**

We have no comment.

**18. Assignment**

Give careful thought to this. Consider the circumstances on both sides

## **19. Miscellaneous**

A number of points

### **Schedule 1 The Match programme**

It is most

### **Schedule 2 Corporate hospitality functions**

As for Match programme,

### **Schedule 3 [Services / products] the Sponsor may sell**

Specify all

### **Schedule 4 [industry sectors / product ranges] [and countries]**

This is more precise information

**End of notes**