

AU-MADspo03

## **Sponsorship agreement: sports person or other individual**

# Contents

1. Definitions
2. Interpretation
3. Warranties for authority
4. Relationship of parties
5. Entire agreement
6. Grant of sponsorship rights
7. Sponsorship Fee and payment
8. Sponsorship rights granted
9. Promotion of sponsored Goods / Services
10. Obligations of Sponsor
11. Obligations of Jane Smith
12. Joint obligations
13. Intellectual Property
14. Indemnity
15. After termination
16. Uncontrollable events
17. Miscellaneous matters

Schedule 1      [\[industry sectors / product ranges\] \[and countries\]](#)

Schedule 2      Sponsorship Goods

Date: [Date]

Parties:

[Name of person sponsored] of [address of ] (" ")

And

[Name of sponsor] of [address of ] (" ")

**It is now agreed as follows:**

## **1. Definitions**

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

“Affiliated” means affiliated to or organised by Equestrian Australia, the governing

"Event" means a three part competition as is understood on

“Fee” means the price for the Sponsorship agreement.

"Intellectual Property" means intellectual property owned by us, 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, , , - , , .

“Sponsored Goods” means any goods which the Sponsor may decide

“Sponsored Services” means any services which the Sponsor may decide

"Term" means the period from today until [date].

## 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 omit to do something includes an obligation not to allow some  
 ;
- 2.3 [except where stated otherwise], any obligation of any person arising from this agreement may be performed by any other person except  
 ;
- 2.4 the headings to the paragraphs ( )  
 ;
- 2.5 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. Grant of sponsorship rights

6.1 Jane Smith now warrants that the

6.2 Jane Smith now grants to the Sponsor the [exclusive]

6.3 The rights and licences granted by this agreement  
[ / ]  
1 ].

## 7. Sponsorship Fee and payment

7.1 As payment for the rights and licences

,  
:

7.1.1 by [on signing this agreement];

7.1.2 by [date];

7.1.3 by [date];

7.2 All sums due under this agreement:

7.2.1 shall be made in full, without any set-

.

7.2.2 shall be made by the due date, failing which Jane Smith may charge the

[ 5 ]%  
[ ]  
;

7.2.3 shall be paid in Australian

[ ' ].

OR

7.2.4 [specify method of payment and due date]

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

( )

.

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

.

7.5 Where credit has been agreed in writing between the ,

[ ]  
30 .

7.6 No right of set off shall arise.

## 8. Sponsorship rights granted

In consideration for the payment by the \_\_\_\_\_, [ \_\_\_\_\_ ]

:

8.1 to be designated " \_\_\_\_\_ "

.

8.2 to use the name of [\[Jane Smith\]](#)

,

.

8.3 to advertise or [ \_\_\_\_\_ / \_\_\_\_\_ ] :

8.3.1 . . . on Jane Smith's web site

8.3.2 text on sides and back of horse lorry;

8.3.3 on clothing work by Jane Smith;

8.3.4 on clothing worn by Jane Smith staff;

8.3.5 on rugs

;

8.3.6 [\[other advertising and promotion\]](#)

## 9. Promotion of Sponsored Goods / Services

9.1 In addition to payment of the Fee, the Sponsor will  
[ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ ] [ \_\_\_\_\_ / \_\_\_\_\_ ]  
[ \_\_\_\_\_ ].

9.2 Ownership of the Sponsorship Goods shall remain at all

.

## 10. Obligations of Sponsor

The Sponsor \_\_\_\_\_ :

10.1 [provide the Sponsorship Goods listed in Schedule 2;](#)

[OR](#)

10.2 provide not less than [number] sets [ / /  
/ / ]

10.3 provide whatever information Jane Smith reasonably requires to enable

## 11. Obligations of Jane Smith

[Jane Smith] :

11.1 promote the business of the Sponsor

11.2 at each competition in which she takes part,

11.3 use her best endeavours to obtain 125 seats [ ]

11.4 wear the Sponsorship [Goods / / / , ]

11.5 attend and speak at no more than [ ] -

11.6 work with the Sponsor for no more than [60] hours in any year  
/ “  
”

11.7 assist the Sponsor in  
[ ].

11.8

11.9



11.10 [ ]  
[ ];

11.11 , [ ]  
.

11.12 ,  
,  
,  
,  
.

11.13 ,  
“ ”  
.

## 12. Joint obligations

:  
12.1 -

.  
12.2

,  
.  
12.3  
.

## 13. Intellectual Property

13.1  
.

13.2

,  
.

13.3

13.4

13.5 Jane Smith now agrees that she will:

13.5.1

13.5.2

13.5.3

## 14. Indemnity

14.1

14.2

## 15. After termination

After this agreement terminates:

15.1

15.2

;

15.3

,

;

15.4

,

.

## 16. Uncontrollable events

,

.

## 17. Miscellaneous matters

17.1

,

,

.

17.2

,

.

17.3

.

17.4

,

,

.

17.5

,

,

,

.

,

17.6

17.7

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

. [

]

17.8

17.9

17.10

17.11 ,

[ ].

[ ] .

Signed by

A duly authorised representative of Jane Smith

Signed by

A duly authorised representative of the Sponsor

**Schedule 1 [industry sectors / product ranges] [and countries]**

## Schedule 2 Sponsorship Goods

[ , ]

## Explanatory notes:

**Sponsorship agreement: sports person or other individual**

## General notes

1. Sponsorship is an area where every deal is different from every other. However, if we were to provide only a very loose framework, it may not immediately have been apparent to you what should be changed. We have therefore chosen to base the template on a particular sport - in this case an equestrian sport. But that is not relevant to the use you want. The rights in this
2. If Jane Smith 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

## 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 the actual event or

?

### 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

#### **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

#### **6. Grant of sponsorship rights**

We have no comment.

#### **7. Sponsorship Fee and payment**

Your sponsorship deal may or may not include

#### **8. Sponsorship rights granted**

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

#### **9. Promotion of sponsored Goods / Services**

The paragraph covers the possibility of the Sponsorship including provision of clothing, goods, food, or any other product

#### **10. Obligations of Sponsor**

We have no comment.

**11. Obligations of Jane Smith**

This paragraph provides you with a menu of the sort of items you

**12. Joint obligations**

These items are difficult to enforce or

**13. Intellectual Property**

We have no comment

**14. Indemnity**

This is essential protection for the sponsor. He has no

**15. After termination**

We have no comment.

**16. Uncontrollable events**

Life in the fast lane is

**17. Miscellaneous matters**

A number of points

**Schedule 1 [industry sectors / product ranges] [and countries]**

This is more precise information

**Schedule 2 Sponsorship Goods**

Delete if not required

**End of notes**