

NZ-MADdis08

Promotion and publicity agreement: sport, concert or other event

Dated: [Date]

The Association: [Name]

The Promoter: [Name]

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Schedule 1 [name of Event, series]

Schedule 2 Details of tasks and payments [including dates due]

Schedule 3 Marketing and promotional plan

This agreement is dated: [date]
The Association is: [company's name] (“the Association”)
The Association’s address is: [company’s address]
The Promoter is: [Promoter’s name] (“the Promoter”)
The Promoter’s address is: [Promoter’s address]

The contract terms are:

1. Definitions

These definitions apply unless the context :

“Advertiser” means any person who may pay the Association for any space at, or product or service related to, the Event for the purpose of promoting

“Concessionaire” means a person who takes a licence from the Association for space at an Event,

“Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person. It does not include information that it is reasonably necessary to disclose to a customer or other person

information about staff and their personal contact information,
data or information relating to event plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates, business plans, and internal

	; .
	It includes information about the Intellectual Property and - .
“Event”	means [describe and name event / concert / series /].
“Financial Supporter”	means Advertiser, Concessionaire and any other person who pays a fee for a .
“Intellectual Property”	means intellectual property owned by the Association, of every sort, whether or not registered or registrable in any country, including intellectual ; , , , , , , , , , , , , , , , , - , , , , .
“Know-how”	means methods, procedures and .
“Net Sales Receipts”	means the money receivable for sales of the Event after deduction of any sales , .
“Media”	means any publisher in any .

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to one gender shall include any or
- 2.2. a reference to a person includes a ,
- 2.3. a reference to a person includes reference to that person's successors, legal representatives,
- 2.4. in the context of permission, “ ”
- 2.5. the headings to the paragraphs and schedules ()
- 2.6. any agreement by any party not to do or
- 2.7. a reference to the knowledge, information, belief or awareness
- 2.8. the words “without limitation” shall “ ” “ ”
- 2.9. a reference to an act or
- 2.10. in any indemnity, a reference to costs or expenses , [\$ 100].
- 2.11. all money sums mentioned in this

2.12. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement

3. Basis of agreement

3.1. Nothing in this agreement shall be deemed to create a partnership or

3.2. This agreement contains the entire agreement between the parties and supersedes all previous agreements and

3.3. All conditions, warranties and other terms implied

3.4. The Association may

3.5. The Promoter and the Association have agreed each to provide a named person as the prime "liaison contact" for all purposes. A party may rely on any

3.6. This agreement is personal to the Promoter.

4. Terms of appointment

4.1. The Association wishes to operate the Event, dates, times and relevant details of which are set 1 .

4.2. [The Promoter is the sole promoter

].

4.3. This agreement does

4.4. For the Event, the

4.4.1 management of ticket sales;

4.4.2 entry fees;

4.4.3 any person or organisation domiciled outside New Zealand;

4.4.4 film rights;

4.4.5 car parking management;

4.4.6 food sales other than licences for concessions.

4.5. The Association agrees to pay the Promoter for each

2 ,

4.6. This agreement does not restrict the

4.7. The Promoter will

4.8. The Promoter [shall / shall not]

4.9. The Promoter will obtain at its own cost

4.10. The Promoter will ensure that his liaison

4.11. The Promoter shall neither seek nor be entitled to receive any benefit from an Event

4.12. The Promoter will provide to the Association a

5. Promoter's undertakings

The Promoter agrees that he will:

5.1. look after the

;

5.2. keep the Association informed as often

;

5.3. comply with the reasonable instructions of the Association;

5.4. comply with all applicable

;

5.5. advise the Association when he becomes aware of

;

5.6. not make or give any promise,

5.7. immediately inform the

5.8. not use any

6. Promoter's marketing tasks

6.1. The parties have agreed the terms of the marketing and promotional plan for the Event as set out in Schedule 3

6.2. The Association

6.2.1 identify Media willing

6.2.2 formulate, organise

6.2.3 negotiate agreements with

6.2.4 negotiate sales contracts with Financial Supporters,

6.2.5 arrange advance advertising of the Event;

6.2.6 do his utmost to arrange for the

6.2.7 draw to the attention of the Association any happening or fact which

6.3. The Promoter will notify the Association of all complaints and/

[15]

6.4. The Promoter will

7. Payment procedure

7.1. The Association will pay

2.

OR

7.2. The Association

:

7.2.1 a set- \$ [10 , 000] ;

7.2.2 a monthly \$ [5 , 000] ;

7.2.3 a fee of [5] % of all

;

7.2.4 [10] %

;

7.2.5 [2 . 5] %

;

7.2.6

7.3. 10th

,

[]

[10]

7.4.

,

7.5.

8. Confidential Information

8.1.

,

8.1.1

;

8.1.2

,

[. . . .];

8.1.3

,

8.1.4

-

- ;

8.1.5

,

8.2. This paragraph does not apply to disclosure:

8.2.1 made by order of the court;

8.2.2

;

8.2.3

8.3.

9. Intellectual Property

9.1.

9.2.

9.3.

9.4.

9.5.

9.6.

10. No competition

10.1.

10.1.1

10.1.2

10.1.3

10.2.

11. Termination

11.1.

11.2.

11.3.

[7]
];

11.4. ,) (

12. Miscellaneous matters

12.1. , - ,

12.2. , .

12.3. .

12.4. .

, ,

12.5. .

12.6. 1993 (

,)

[/]

][

].

12.7.

12.8.

12.9.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

-

. [

-

]

12.10.

12.11.

12.12.

12.13.

, [].

12.14.

12.15.

Signed by [personal name], duly authorised for the Association:

Witness to signature:

Name:

Address

Signed by [personal name], duly authorised for the Promoter:

Witness to signature:

Name:

Address

Schedule 1 **[name of Event, series or multiple events]**

Schedule 2 Details of tasks and payments [including dates due]

[

].

Schedule 3 Marketing and promotional plan

[

,

.

2000

].

Explanatory notes:

Promotion and publicity agreement: sport, concert or other event

Paragraph Specific notes

Following the numbered paragraphs:

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. By all means use the search/replace function in your word processor

We use

Event

Association

You decide to change to

Concert / Match / Game / Series /

Newcastle Dome / Bloggs Enterprises / Jane Smith Ltd

But if you do change the defined word, **make sure it applies to every use**

One of the problems we faced in drawing this document was in deciding what events to cover. After analysis, it was clear to us that the legal framework and the procedures you would need, were largely the same for many types of event. We have therefore produced a

First, who are you? Are you a board of directors, an individual, a

Next, what is your "Event"? Could it better be referred to as a concert or a

Finally, what exactly do you want your promoter to do? What are the limits of his authority? What do you want to hold back

You should first decide on the contents of the document, then return to check what definitions are needed.

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. Each of these items has been carefully considered

3. Basis of agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If

4. Terms of appointment

The terms of appointment are very important. Agree all aspects of the structure in order to avoid future problems. You cannot

The most important point in this paragraph is the short list of exclusions. We have provided examples. Some will not apply to you, but you may think of others to add to the list. For example, you

5. Promoter's undertakings

This paragraph is intended to protect your brand and

6. Promoter's marketing tasks

We have referred to a marketing plan. That will contain the detail of what is to be done. It is likely to be a

The text right here, in the document, is intended to provide the framework within which the plan will elaborate. If

The schedule should contain targets and milestones

7. Payment procedure

We have provided a menu of possible pay structures. Some promoters

1.

8. Confidential Information

We have included this paragraph because a business has so many secrets

9. Intellectual Property

Few business managers appreciate just how much IP is owned

10. No competition

Often called “covenants in restraint of trade”.

11. Termination

The termination notice periods will reflect the difficulty to

12. Miscellaneous matters

A number of special points. We have identified each of these as

Schedule 1 [name of Event, series or multiple events]

Schedule 2 Details of tasks and payments [including dates due]

Here set out the exact

Schedule 3 Marketing and promotional plan

These could be plans made by you or by the promoter,

End of notes