

NZ-MADspo03

Sponsorship contract: sports person or other individual

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Schedule 1	[industry sectors / product ranges] []
Schedule 2	Sponsorship Goods	

Date: [Date]

Parties: [Name of person sponsored]

of [address of person sponsored] (" ")

And [Name of sponsor]

of [address of sponsor] ("The Sponsor")

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 New Zealand, the governing body

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

“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
,
,
.
- 2.2. any agreement by any party not to do or
;
;
- 2.3. [except where stated otherwise], any obligation of any person
;
;
- 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 New
['] .

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 New Zealand Dollar shall

7.5. Where credit has been agreed in writing between ,

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 and the _____ ,

.

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 for []
.

11.4. [/ / / ,]
.

11.5. []
.

11.6. [60] /
“ ”
.
.....

11.7. [].

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.

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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 contract: sports person or other individual

General notes

1. 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

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

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