



SPECIFIC EVENT SPONSORSHIP AGREEMENT

entered into between:

.....

(name of sponsor)
("the sponsor")

and

.....

(name of sponsored event organiser)
("the organiser")

WHEREAS the organiser is desirous of hosting and organising the event;

WHEREAS the sponsor is prepared to provide funding to the organiser in the form of sponsorship on the terms and conditions set out in this agreement;

WHEREAS the organiser is prepared to accept such sponsorship and in return therefore grants certain rights to the sponsor;

ACCORDINGLY, the parties agree as set out herein.

1 Interpretation

In this agreement:

1.1 clause headings are for convenience and must not be used in its interpretation;

1.2 unless the context clearly indicates a contrary intention:

1.2.1 an expression which denotes:

1.2.1.1

1.2.1.2

1.2.1.3 any gender includes the other genders;

a natural person includes an artificial or juristic person and vice versa;

the singular includes the plural and vice versa;

1.2.2 the following expressions will bear the meanings assigned to them below and cognate expressions will bear corresponding meanings:

1.2.2.1

1.2.2.2



1.2.2.3

1.2.2.4

1.2.2.5

1.2.2.6

1.2.2.7

“designation”

“effective date”

“event”

“signature date”

“sponsored logo”

“sponsored title”

“sponsor’s marks”

the “official (specify product, eg sport drink) supplier” to the organiser;

notwithstanding the signature date, (insert date);

(name of specific event);

the date of signature of this agreement by the signatory which signs it last;

the official logo used by the sponsored in connection with the event as set out in annexure C hereto;

the title by which the event will be known for the term as designated by the sponsor from time to time;

those trade and service marks, words, phrases and logos owned by the sponsor which are more fully set out in annexure D to this agreement;

1.2.2.8 “sponsor’s products” (insert products);

1.2.2.9 “sponsor’s rights”

the rights granted by the organiser to the sponsor in terms of this agreement;

1.2.2.10 “term”

1.2.2.11 “the parties”

the duration of this agreement as described in clause 3;

the sponsor and the organiser;



1.2.2.12 “this agreement”

1.2.2.13 “VAT”

1.2.2.14 “venue”

this document together with all of its annexures, as amended from time to time;

value-added tax levied in terms of the Value-Added Tax Act 89 of 1991 (as amended from time to time);

(name of venue).

2 Introduction

2.1 The organiser has been granted the right to stage the event at the venue.

2.2 The sponsor wishes to sponsor the event on the terms and conditions set out hereunder.

3 Duration

This agreement will commence on the effective date and will, unless terminated as provided for in this agreement, continue for a definite period of (specify) years and will terminate upon the expiry of such period.

4 Suspensive conditions

4.1 The whole of this agreement (other than clause 1, this clause 4 and clauses 17, 18, 19, 20, 21, 22, 23 and 24, by which the parties will be bound with effect from the signature date) is subject to the suspensive conditions (“suspensive conditions”) that, on or before the effective date:

4.1.1 (insert condition); and

4.1.2 (insert condition)

(Parties should specify the conditions upon which this agreement will be conditional. For example, the event being sponsored may require some governmental or international governing body’s approval before the event can take place, in which case the agreement should come into effect only once such approval has been obtained. In addition, the agreement may also be suspensive on certain other conditions being fulfilled, for example the event being held at a specific venue, or a particular player or other specified team participating in the event, or on condition that the entire event or a specified part of the event receives certain media coverage.)

4.2 Each party must use reasonable endeavours to procure the fulfilment of the suspensive conditions.

4.3 The suspensive conditions are expressed to be solely for the benefit of the sponsor, which may, by giving written notice to that effect to the organiser on or before the date for fulfilment of any suspensive condition, waive such suspensive condition (or postpone the date for fulfilment thereof to a date not later than (specify date)). Any suspensive condition so waived will be deemed to have been deleted from clause 4.1, but such waiver will not affect the sponsor’s rights in respect of any breach by the organiser of clause 4.2 or any other provision of this agreement.

4.4 If any suspensive condition is not fulfilled for any reason whatever and is not waived in terms of clause 4.3, then:

4.4.1 the whole of this agreement (other than clause 1, this clause 4 and clauses 17, 18, 19, 20, 21, 22, 23 and 24, by which the parties will remain bound) will be of no force and effect;

4.4.2 the parties will be entitled to be restored as nearly as possible to the positions in which they would have been had this agreement not been entered into; and



4.4.3 no party will have any claim against the other in terms of this agreement except for claims (if any) arising from a breach of this clause 4 or from any other provision of this agreement by which the parties remain bound.

5 Exclusivity

5.1 The organiser may not during the term of this agreement:

5.1.1 grant the sponsor's rights (or any rights similar to the sponsor's rights) to any third party that manufactures, distributes or sells products in competition with the sponsor's products;

5.1.2 grant to any third party the right to describe itself as a title sponsor of the event;

5.1.3 grant to any party the right to use the designation; and/or

5.1.4 appoint any third party that manufactures products in competition to the sponsor's products to be a sponsor of or an official supplier to the event.

5.2 The organiser may during the term of this agreement appoint up to (specify number) secondary sponsors on terms substantially the same (except as to the right to be described as the official title sponsor of the event) as are granted in this agreement in relation to the event.

6 Grant of rights

6.1 Subject to the terms and conditions of this agreement and in consideration of the sponsorship fee payable in terms of clause 9, the organiser grants to the sponsor, for the term of this agreement:

6.1.1 the exclusive right to be described as the official title sponsor of the event using the sponsored title;

6.1.2 the rights to advertise the sponsor's products or services using the promotional materials set out in annexure A to this agreement;

6.1.3 the non-exclusive right to be described as an official sponsor to the event; and

6.1.4 the exclusive right to describe itself as the official supplier of (specify product) to the event and to use the designation in describing itself as such. The sponsor may not use any designation other than the designation without the prior written consent of the organiser.

6.2 The sponsor may exercise the rights granted under this clause on the sponsor's products, as packaging, promotional, advertising and marketing material in any and all media.

7 The organiser's obligations

7.1 The organiser must, during the term of this agreement:

7.1.1 use its reasonable endeavours to hold the event at the venue and on the dates and times set out in annexure B to this agreement;

7.1.2 organise the event to the best of its ability and in accordance with good business practice;

7.1.3 ensure that the event is properly and reasonably promoted, advertised and marketed and that wide media coverage of the event is obtained;

7.1.4 advise the sponsor of any further promotional or marketing opportunities that arise out of or in connection with the event;



- 7.1.5 not do anything which may undermine the value of the rights granted to the sponsor in terms of this agreement;
- 7.1.6 ensure that all third parties (including, without limitation, any broadcaster of the event) refer to the event using the sponsored title and the sponsored logo;
- 7.1.7 ensure that the sponsored title and the sponsored logo appear on all tickets, promotional materials and publications relating to or promoting the event produced by or on behalf of the organiser;
- 7.1.8 not knowingly do any act during the term which, in the opinion of the sponsor, is prejudicial to the image of the sponsor, the sponsor's marks or the sponsor's products; and
- 7.1.9 immediately notify the sponsor of any suspected infringements of the sponsor's marks which come to its attention.
- 7.2 The organiser must use its best endeavours to promote the sponsor by:
 - 7.2.1 procuring editorial copy relating to and media coverage of the event in the print and electronic media;
 - 7.2.2 ensuring that the name of the sponsor is at all times used in conjunction with the event;
 - 7.2.3 ensuring that the sponsor's branding appears on all stationery, posters and publications relating to the event;
 - 7.2.4 ensuring that the sponsor is granted exposure in the form of banners, billboards and other promotional material, details of which appear in annexure "A" hereto.
- 7.3 The promotional material referred to in clause 6.2 above will be prepared by the sponsor at its cost, and in consultation with and, where required, with the assistance of the organiser.
- 7.4 In addition to its obligations in terms of clauses 7.1 and 7.2 the organiser must:
 - 7.4.1 in consultation with the sponsor, publicise and promote the event in such a manner as the sponsor deems fit and procure that all advertisements which are placed in relation to the event reflect the sponsor's sponsorship thereof;
 - 7.4.2 use all amounts received from the sponsor in terms of this agreement for the staging and administration of the event;
 - 7.4.3 provide the sponsor with such complimentary tickets as set out in annexure "E" to this agreement.
- 7.5 Should an event be cancelled or postponed as a result of an event of force majeure (as described in clause 17.2), the organiser must use its best endeavours to reschedule the event to dates and times mutually acceptable to the sponsor and the organiser.

8 The sponsor's obligations

The sponsor:

- 8.1 undertakes to provide the organiser with the appropriate logos, positives and any other materials necessary for the printing and setting up of banners, billboards and other promotional material relating to the event;
- 8.2 must generally give the organiser all reasonable assistance in ensuring the success of the event, and must co-operate with the organiser in the media and other promotion possibilities for the marketing exposure of the event;
- 8.3 pay the sponsorship fee in terms of clause 9 on the due dates therefore, without any deduction or set-off of any nature whatsoever, into such bank account as may be nominated by the organiser in writing for that purpose.



9 Sponsorship fee

- 9.1 In consideration for the rights granted in terms of this agreement, the sponsor must pay to the organiser the amount of R..... (..... RAND) excluding VAT ("the sponsorship fee").
- 9.2 The sponsorship fee will, subject to compliance by the organiser with its obligations in terms of this agreement, be paid as follows:
 - 9.2.1 R..... (..... RAND) together with VAT thereon must be paid on the effective date; and
 - 9.2.2 the balance together with VAT thereon must be paid on (specify date).

10 Naming rights

- 10.1 For the term of this agreement, the name of the event will be (state name) or such other name as may be agreed between the sponsor and the organiser.
- 10.2 The organiser undertakes not to use, or to allow any person other than the sponsor to use the name (state name) in connection with any event, goods or services for the term of this agreement except with the prior written consent of the sponsor.
- 10.3 The sponsor will be entitled, without restriction, to promote and advertise its association with the event.

11 Co-operation

The parties undertake to co-operate with each other with regard to the implementation of this agreement and to exercise good faith towards each other in respect of the implementation of its terms.

12 Warranties

Each party warrants to the other that:

- 12.1 it has the full right, title and authority to enter into this agreement;
- 12.2 it is free and able to grant the rights and to perform the obligations undertaken by it in this agreement;
- 12.3 it has not entered into any agreement with any third party that conflicts with the terms of this agreement;
- 12.4 its trade marks, name, logos and intellectual-property rights do not infringe the trade marks, names, logos or intellectual-property rights of any other person; and
- 12.5 it will not disclose to any third party other than its professional advisers, or as required by law or as agreed between the parties, any information relating to the business or affairs of the other or the contents of this agreement.

13 Broadcast coverage

- 13.1 During the term the organiser must procure that the event is broadcast live on television.
- 13.2 The organiser must further procure that any broadcaster broadcasting the event:



- 13.2.1 refers to the event using the sponsored title;
- 13.2.2 does not exclude or restrict any of the sponsor's marks or any coverage of the advertising boards on which the sponsor's marks or any reference to the sponsor's products appear;
- 13.2.3 does not enter into any broadcast sponsorship arrangements with any manufacturer or provider of product competing with the sponsor's products;
- 13.2.4 will not alter, delete or add to any of the sponsor's marks or the sponsored logo by making use of any electronic imaging system.

14 Intellectual property

It is specifically recorded that all intellectual-property rights of any nature whatsoever, whether capable of registration or not (and whether registered or not), in the sponsor's name, the sponsor's marks, the sponsor's products, the sponsor's logo, the sponsor's image and all other matters relating to the sponsor will remain the sole property of the sponsor, and the organiser will not acquire any rights in relation to such intellectual property.

15 Breach

- 15.1 In the event of a party ("the defaulting party") breaching any of its obligations under this agreement and failing to remedy such breach within fourteen days of receiving written notice from the other party requiring it to do so, the other party, without prejudice to any other right which it may have in law may, in the case of:
 - 15.1.1 a material breach, which breach is not capable of being remedied by the payment of damages, be entitled to cancel this agreement; or
 - 15.1.2 any other breach, be entitled to claim specific performance or claim whatever damages it may have sustained from the defaulting party.
- 15.2 If a party successfully enforces or defends any claim in terms of this agreement, the unsuccessful party must immediately indemnify the successful party against the full amount of all costs, charges and expenses of whatever nature incurred by the successful party in so doing (whether before or after the institution of legal proceedings), including legal costs on the scale as between an attorney and own client and any additional costs which may have been paid or are payable by the successful party.

16 Consequences of termination

Upon termination:

- 16.1 the rights and obligations of the parties under this agreement will terminate and be of no further effect except that clauses 14, 15.2 and 20 will remain in full force and effect;
- 16.2 any rights or obligations to which any of the parties to this agreement may be entitled or may be subject before such termination will remain of full force and effect;
- 16.3 the termination of this agreement will not affect or prejudice any right to damages or any other remedy which the terminating party may have in respect of the event that gave rise to the termination, or any other right to damages or other remedy which any party may have in respect of any breach of this agreement that existed at and before the date of termination;
- 16.4 on termination of this agreement for whatever reason, both parties must cease forthwith to use the other party's logo and intellectual-property rights and any other promotional material prepared under this agreement, and each party's property must be returned to it.



17 Force majeure

- 17.1 Neither party to this agreement will have any responsibility to the other nor may any party to this agreement be deemed to be in breach of this agreement or otherwise liable to the other as a result of any delay or failure in the performance of any obligation/s in terms of this agreement if and to the extent that such delay or failure is due to any cause beyond its reasonable control or is caused by force majeure (as defined below). The time for fulfilment of the relevant obligation/s will in that event be extended accordingly should fulfilment of the relevant obligation/s still be possible.
- 17.2 “Force majeure” means any and all acts or events that are neither controllable nor predictable and therefore independent of the will of any party or of its subcontractors, especially but not limited to any act of God, fire, theft, explosion, war, riot, revolution, strike or other industrial action, earthquake, tidal wave, essential supply difficulties, political turmoil and irremediable non-performance by a third party.
- 17.3 A party whose performance of its obligations under this agreement is delayed or prevented as set out in clause 17.1:
 - 17.3.1 must immediately notify the other party of the nature, extent, effect and likely duration of the circumstances constituting the force majeure;
 - 17.3.2 must use all reasonable endeavours to minimise the effect of the force majeure on the performance of its obligations under this agreement; and
 - 17.3.3 must (subject to clause 17.4), immediately after the force majeure event has ended, notify the other party and resume full performance of its obligations under this agreement.
- 17.4 If any force majeure delays or prevents the performance of any of the obligations of either party for a continuous period in excess of (specify period), the party not so affected will be entitled to give notice to the affected party to terminate this agreement specifying the date (which may not be less than seven days after the date on which the notice is given) on which termination will take effect. It is recorded that the incapacity of either party to act due to force majeure circumstances will not be construed as a breach of this agreement.

18 Disputes

- 18.1 Save as otherwise specifically provided in this agreement, should any dispute of whatsoever nature arise out of or in connection with this agreement, including any dispute as to the validity, existence, enforceability, interpretation, application, implementation, breach, termination or cancellation of this agreement or as to the parties’ rights and/or obligations in terms of this agreement or in connection with any documents furnished by the parties pursuant to this agreement, either party will be entitled to require, by written notice to the other, that the dispute be submitted to arbitration in terms of this clause 18 and in terms of the arbitration laws for the time being in force in the Republic of South Africa.
 - 18.2 The arbitrator will, if the dispute is agreed in writing to by the parties to be:
 - 18.2.1 primarily an accounting matter, an independent practising accountant of not less than ten years’ standing;
 - 18.2.2 primarily a legal matter, a practising senior counsel or attorney of not less than ten years’ standing;
 - 18.2.3 any other matter, a suitably qualified independent person, agreed upon in writing by the parties;
- provided that if the parties do not, within three days after the date on which the arbitration is demanded, agree in writing as to the nature of the dispute and the identity of the arbitrator, the arbitrator will, irrespective of the nature of the dispute, be appointed by the Arbitration Foundation of Southern Africa or its successor in title upon request by either party to make such appointment after the expiry of such three-day period.



- 18.3 The arbitration must be held at a venue and in accordance with formalities and/or procedures determined by the arbitrator, and may be held in an informal and summary manner, on the basis that it will not be necessary to observe or carry out the usual formalities or procedure, pleadings and/or discovery, or the strict rules of evidence.
- 18.4 The arbitrator will have the power, inter alia:
- 18.4.1 to investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and for that purpose will have the widest powers of investigating all the books and records of either party to the dispute, and the right to take copies or make extracts and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
 - 18.4.2 summon as a witness any person who may be able to give relevant evidence, in which event each party undertakes to use reasonable endeavours to procure the attendance when summoned of any witness who is employed by it or who is otherwise under its control;
 - 18.4.3 to interview, question and cross-examine under oath representatives of either of the parties;
 - 18.4.4 to decide the dispute according to what he considers just and equitable in the circumstances;
 - 18.4.5 to record evidence;
 - 18.4.6 to make such award including a temporary or final order or award, including an award for costs, specific performance, an interdict, a rule nisi, a declaratory order, damages, a penalty or otherwise as he in his discretion may deem fit and appropriate, provided that should the arbitrator fail to make an award with regard to costs, the costs of the arbitrator must be borne equally between the parties.
- 18.5 The arbitration must be held as quickly as possible after it is demanded with a view to its being completed within (specify time period) after it has been so demanded.
- 18.6 Immediately after the arbitrator has been agreed upon or nominated in terms of clause 18.2, either party will be entitled to call upon the arbitrator to fix a date and place when and where the arbitration proceedings will be held and to settle the procedure according to which and the manner in which the arbitration proceedings will be held.
- 18.7 Any award that may be made by the arbitrator:
- 18.7.1 will be final and binding;
 - 18.7.2 will be carried into effect; and
 - 18.7.3 may be made an order of any court to whose jurisdiction the parties to the dispute are subject.
- 18.8 Notwithstanding anything to the contrary contained in this clause 18, either party will be entitled to apply for, and if successful, be granted, an interdict from any competent court having jurisdiction.
- 18.9 For the purposes of clause 18.7.3 and 18.8 each of the parties hereby submits itself to the (name of division) of the High Court of South Africa.
- 18.10 This clause 18 is severable from the rest of this agreement and will, notwithstanding the termination of this agreement, remain of full force and effect.

19 Domicilium and notices

19.1 The parties choose domicilium citandi et executandi ("domicilium") for all purposes relating to this agreement, including the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement as follows:

19.1.1 the sponsor –



19.1.2 the organiser –
(state physical and postal addresses, telefacsimile number and electronic mail address);

.....
.....
.....

19.2 Each of the parties will be entitled from time to time, by written notice to the other, to vary its physical domicilium to any other physical address (not being a post-office box or poste restante) within the Republic of South Africa, to vary its postal domicilium to any other postal address within the Republic of South Africa, to vary its telefacsimile domicilium to any other telefacsimile number and/or to vary its electronic mail address to any other electronic mail address.

19.3 Any notice given and any payment made by either party to the other ("the addressee") which:

19.3.1 is delivered by hand during the normal business hours of the addressee at the addressee's physical domicilium for the time being will be rebuttably presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

19.3.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's postal domicilium for the time being will be rebuttably presumed, until the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting.

19.4 Any notice given by either party to the other which is successfully transmitted by facsimile to the particular addressee's facsimile domicilium for the time being will be rebuttably presumed, until the contrary is proved by the addressee, to have been received by the addressee on the day of successful transmission thereof.

19.5 Any notice given by either party to the other which is successfully transmitted by electronic mail to the particular addressee's electronic mail address for the time being will be rebuttably presumed, until the contrary is proved by the addressee, to have been received by the addressee on the day and at the time of successful transmission thereof.

19.6 This clause 19 will not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause 19.

19.7 Any notice in terms of or in connection with this agreement will be valid and effective only if in writing and if received or deemed to have been received by the addressee.

20 Confidentiality

The parties agree that all details relating to the sponsorship by the sponsor in terms of this agreement will remain confidential and may not be made known unless the sponsor gives its written consent thereto.

21 General

21.1 This agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.

21.2 No party will be bound by any representations, express or implied terms, warranties, promises or the like not recorded in this agreement or reduced to writing and signed by the parties or their representatives.

21.3 This agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter of this agreement.

21.4 No addition to, variation, or agreed cancellation of this agreement will be of any force or effect unless in writing and signed by or on behalf of the parties.



21.5 No indulgence which any party may grant to any other will constitute a waiver of the rights of the grantor.

22 Cession

Neither party may cede that party's rights or delegate that party's obligations without the prior written consent of the other party.

23 Applicable law

This agreement must be interpreted and implemented in accordance with the laws of the Republic of South Africa.

24 Costs

Each party will bear its own costs of and incidental to the negotiation, preparation, settling, signing and implementation of this agreement.

SIGNED at on 20

(Signature of grantor)

Names of Witnesses:

Signature Witnesses:

1

2

(Signature of sponsor/duly authorised signatory) (add, if necessary, "who by his (or her) signature to this agreement warrants that he (or she) is duly authorised to enter into this agreement on behalf of the sponsor")

SIGNED at on 20

(Signature of grantor)

Names of Witnesses:

Signature Witnesses:

1

2

(Signature of organiser/duly authorised signatory) (add, if necessary, "who by his (or her) signature to this agreement warrants that he (or she) is duly authorised to enter into this agreement on behalf of the organiser")



ANNEXURE “A”

(Details of the form of banners, billboards and other promotional material to be used at the sponsored event.)

ANNEXURE “B”

(Details of the event.)

ANNEXURE “C”

(Details of the logo.)

ANNEXURE “D”

(Sponsor’s marks.)

ANNEXURE “E”

(Details of complimentary tickets.)

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