Important Information – Please remove upon acceptance and prior to using template

By using the sponsorship agreement template in this document your club agrees to the following terms:

1. *All intellectual property rights in the Documentation remain solely with RQ. RQ grants each Authorised User the non-exclusive non-transferable right to amend and use the Documentation for their Club’s internal purposes, subject to the terms below.*
2. *All Users agree that the Documentation needs to be completed, and has not been prepared with any specific User or Club requirements, activities or facilities in mind. The Documentation has been collated from multiple sources, including sources outside the control of RQ. Each User is solely responsible for reviewing, completing and amending the Documentation to meet the Club’s specific requirements from time to time. The Documentation is not suitable for use without being completed and amended to meet Club requirements.*
3. *RQ does not provide any User or Club with legal or professional advice in relation to the Documentation. Notwithstanding any information provided by RQ, it is recommended Users and Club’s seek independent professional advice in relation to their own needs.*
4. *Users and Clubs each agree that they release RQ and RQ’s Personnel from any and all claims they might have at any time arising out of or in relation to the Documentation. RQ is not required to notify Users or Clubs of any updates to any documentation.*
5. *Definitions:* 
   1. *“Authorised” refers to a User who has received permission from RQ to use the Club Portal.*
   2. *“Club” means a racing club licensed by RQ.*
   3. *“Documentation” includes all templates, documents, information and other data made available.*
   4. *“RQ” means the Racing Queensland Board (ABN 80 730 390 733)*
   5. *“Personnel” includes all employees, representatives, executives, agents and directors.*
   6. *“User” means any club, entity, individual or other person using the Documentation.*

CLUB SPONSORSHIP AGREEMENT

Date ►

DETAILS SCHEDULE

|  |  |
| --- | --- |
| **Sponsor** | **[Sponsor Name]** ABN [Sponsor ABN] of [Sponsor Address] |
| **Club** | **[Club Name]** ABN [Club ABN] of [Club Address] |
| **Background** | 1. The Sponsor wishes to sponsor the Club. 2. The Club agrees to provide the Sponsorship Benefits, in consideration for the Sponsorship Fees, on the terms of this Agreement. |
| **Start Date** | [insert date] |
| **End Date** | [insert date] |
| **Sponsorship Fees** | [$XXXXX] + GST |
| **Sponsorship Benefits** | [insert details of what Sponsor will receive – eg.   * Naming rights of races or events; * Saddle cloths for races; * Signage; or * Other rights]. |
| **Notice Details** | **Sponsor**  Address: [insert Sponsor address]  Attention: [insert Sponsor contact details]  Email: [insert Sponsor email]  Telephone: [insert Sponsor Telephone number]  **Club**  Address: [insert Club address]  Attention: [insert Club contact details]  Email: [insert Club email]  Telephone: [insert Club Telephone number] |
| **Club Marks** | [Insert images of club logos or other trade marks the Club owns and grants access to the Sponsor to use. Note Club must own full rights to the marks] |
| **Sponsor Marks** | [Insert images of sponsor logos or other trade marks the Club is entitled to use] |
| **Special Conditions** | [Insert special conditions] |

Club Sponsorship Terms and Conditions

1. Definitions and interpretation
   1. Definitions

The meanings of the terms used in this Agreement are asset out below or in the Details Schedule, unless the context otherwise requires:

|  |  |
| --- | --- |
| Agreement | means this agreement including any schedules and any appendix. |
| Business Day | a day on which banks are open for business in Brisbane other than a Saturday, Sunday or public holiday in Brisbane. |
| Club Mark | means any trade mark, name, logo or slogan which refers to, or is used by or on behalf of a Club to promote, any aspect of any Club and its events and activities. |
| Confidential Information | any information, regardless of its form:   * + 1. regarding the business or affairs (including financial position, internal management, policies and strategies) of the other party or its Related Bodies Corporate;     2. regarding the clients, customers, employees, contractors of, or other persons doing business with, the other party or its Related Bodies Corporate;     3. regarding the terms and conditions of this Agreement and any other commercial arrangements between the parties, which: * relate to the subject matter of this Agreement; * is by its nature confidential; * is designated as confidential by the other party; or * the other party knows, or ought to know, is confidential,   and includes confidential information provided to or obtained by a party prior to the date of this Agreement. |
| Corporations Act | means the *Corporations Act 2001* (Cth). |
| Force Majeure Event | any:   * + 1. change in government restrictions relating to COVID-19;     2. fire, flood, earthquake or act of God;     3. riot, civil disorder, rebellion or revolution; and     4. other similar event beyond the reasonable control of the non-performing party, including equine influenza,   but in each case only if and to the extent that the non-performing party and its Related Bodies Corporate are without fault in causing the event, and the event, or its effect could not have been prevented by reasonable precautions. |
| Government Agency | means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or entity in any part of the world. |
| GST Law | has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). |
| Insolvency Event | in relation to a person means:   * + 1. the person is or is presumed to be “insolvent” as defined in the Corporations Act 2001 (Cth);     2. an administrator, liquidator or provisional liquidator within the meaning of the Corporations Act is appointed to the person or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the person;     3. an application or order is made for the winding up or dissolution of the person or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the person;     4. a receiver, receiver and manager, trustee, statutory manager, other controller or similar officer is appointed over the assets or undertaking of the person, or any steps are taken to appoint, or to pass a resolution to appoint, any of those persons to the person;     5. the person suspends payment of its debts generally or is unable to pay its debts as and when they fall due or enters into or resolves to enter into any arrangement, composition or compromise with, or assignment for the benefit of, its creditors or any class of them; or     6. the person ceases, or threatens to cease, to carry on business. |
| Intellectual Property | means all existing and future copyright, registered designs, registered and unregistered trade marks, trade secrets, know-how and Confidential Information and all other intellectual property. |
| Marks | means Club Marks and Sponsor Marks. |
| Production Costs | means the costs of any kind in producing or installing anything referred to in the Sponsorship Benefits, including but not limited to:   * + 1. signage; or     2. saddle cloths; or     3. brochures or printed materials of any kind; or     4. any other items. |
| Related Body Corporate | has the meaning given to that term by the *Corporations Act 2001* (Cth). |
| Club Marks | means any trade mark, name, logo or slogan which refers to, or is used by or on behalf of Club to promote, any aspect of the Club and its events and activities, including but not limited to the marks outlined in the Details Schedule. |
| Sponsor Marks | means the registered and unregistered names, marks, logos and imagery owned by or licensed to Sponsor, including but not limited to the marks outlined in the Details Schedule. |
| Tax Invoice | has the meaning given to that term in the GST Law. |
| Term | means the period from the Start Date to the End Date. |

* 1. Interpretation

In this Agreement, unless the context requires otherwise:

* + 1. headings and bold type are for convenience only and do not affect the interpretation of this Agreement;
    2. the singular includes the plural and the plural includes the singular;
    3. words of any gender include all genders;
    4. other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;
    5. an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency as well as an individual;
    6. no provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision;
    7. a reference to dollars or $ is to Australian currency;
    8. where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day and where something is done after 5 pm on a Business Day or on a day which is not a Business Day, it will be deemed to have been done on the next Business Day; and
    9. specifying anything in this Agreement after the words ‘including’, ‘includes’ or ‘for example’ or similar expressions does not limit what else is included unless there is express wording to the contrary
    10. a reference to a particular time of day means the time of day in Brisbane.

1. Term

This Agreement operates for the Term, unless it is terminated earlier in accordance with the provisions of this Agreement.

1. Sponsorship and Sponsorship Benefits
   * 1. During the Term and subject to the terms of this Agreement:
        1. Club appoints Sponsor as a sponsor of Club;
        2. Club will provide or procure the provision of the Sponsorship Benefits to Sponsor; and
        3. subject to clause 5(b), Club grants Sponsor a non-exclusive, royalty free, non-transferable licence to use the Club Marks for the sole purpose of promoting, advertising and marketing its association with Club and utilising the Sponsorship Benefits.
     2. The Club agrees that the Sponsor may advertise its association with Club and utilise the Sponsorship Benefits using its branding, not just branding specific to Sponsor.
     3. The parties must during the Term:
        1. co-operate with each other’s contractors, agents and employees where reasonably required in order to achieve the objectives of this Agreement;
        2. use reasonable endeavours to ensure that the rights conferred to Sponsor under this Agreement are not directly or indirectly diminished, prejudiced or compromised in any way by the acts or omissions of third parties.
2. Sponsorship Fee and Production Costs
   * 1. In consideration for the promises of the Club in this Agreement, the Sponsor must pay the Sponsorship Fee within 14 days of the issue of a Tax Invoice by the Club.
     2. Except to the extent set out in the Details Schedule, the Sponsor must pay all Production Costs associated with the Sponsorship Benefits and install or supply any items produced for the Sponsorship Benefits as reasonably directed by the Club.
3. Intellectual Property
   * 1. The Sponsor must obtain the Club’s approval in advance, such approval not to be unreasonably withheld, to the Sponsor’s artwork or design to be used with any Sponsorship Benefits.
     2. Club acknowledges that Sponsor’s Intellectual Property remains the property of Sponsor or its Related Bodies Corporate at all times, and nothing in this Agreement transfers any of these rights to Club. The Club is only permitted to use any of those rights in the manner contemplated by this Agreement and provided that the usage is first approved by Sponsor, such approval to be provided promptly and not unreasonably withheld.
     3. Sponsor acknowledges that Club’s Intellectual Property remains the property of Club at all times, and nothing in this Agreement transfers any of these rights to Sponsor. Sponsor is only permitted to use any of those rights in the manner contemplated by this Agreement and provided that the usage is first approved by Club, such approval to be provided promptly and not unreasonably withheld.
     4. Each party shall notify the other party of any suspected infringement of Sponsor Marks or Club Marks as soon as it becomes aware of such infringement.
     5. Sponsor acknowledges and agrees that if Sponsor changes any of its Sponsor Marks at any time during the Term for any reason, then any fees, costs and expenses incurred by Club as a result of that change (including all costs involved in changing the Sponsor Marks on all materials used by Club in the ordinary course of its business) must be paid by Sponsor to Club on demand.
4. Warranties, representations and indemnity
   1. Warranties and representations
      1. Sponsor warrants and represents to Club that:
         1. it has the full power and authority to enter into and perform its obligations under this Agreement and that entering into this Agreement will not give rise to a breach of any other obligation or duty owed to any other person by Sponsor;
         2. it has not entered into any other agreement, arrangement or understanding which would restrict or prevent it from performing its obligations under this Agreement; and
         3. it has the legal capacity and power to license the Club to use the Sponsor Marks in accordance with this Agreement.
      2. The Club warrants and represents to the Sponsor that:
         1. it has the full power and authority to enter into and perform its obligations under this Agreement and that entering into this Agreement will not give rise to a breach of any other obligation or duty owed to any other person by Club;
         2. it has not entered into any other agreement, arrangement or understanding which would restrict or prevent it from performing its obligations under this Agreement; and
         3. it is the owner or the exclusive licensee of the Club Marks and has the legal capacity and power to license Sponsor to use the Club Marks in accordance with this Agreement.
   2. Indemnity

Each party (**indemnifying Party**) indemnifies the other party and any of its directors, officers and employees (each an **Indemnified Party**) against all claims, costs, expenses, suits and damages arising from or in connection with:

* + 1. the Indemnifying Party, it’s employees, agents or contractors breach of this Agreement or negligent act or omission; and
    2. the Indemnified Party's use of the Indemnifying’s Party's name, logo or other intellectual property which infringes or is alleged to infringe the industrial or intellectual property rights of a third party.
  1. Limitations

Unless otherwise set out in this Agreement, to the maximum extent permitted by law, neither party is liable to the other party or to any other person:

* + 1. for loss or liability to the extent caused or contributed to by a third party or the other party, its employees, agents or contractors; or
    2. for any loss of profits or anticipated profits, economic loss, loss of business opportunity, or any special, incidental or indirect loss or damage.
  1. Liability Cap

The maximum aggregate liability of the Club for all losses, damages, costs, expenses and claims arising out of, or in connection with, this Agreement, whether arising in or under contract (including for liability under any indemnity), statute, tort (including negligence), equity or otherwise at Law, is limited to the Sponsorship Fee.

* 1. Exceptions from the Cap

Each party does not limit or exclude any liability to the other party for any loss, damage, cost, expense or claim arising out of, or in connection with:

* + 1. liability under clause 6.2(a) for property damage, personal injury or death; and
    2. liability under clause 6.2(b); and
    3. a breach of clause 9.

1. Termination
   1. Termination for breach

Either party may immediately terminate this Agreement by notice in writing to the other if the other party:

* + 1. breaches any material term of this Agreement not capable of remedy;
    2. breaches any term of this Agreement capable of remedy and fails to remedy the breach within 10 Business Days after receiving written notice requiring it to do so;
    3. becomes or threatens to become the subject of an Insolvency Event; or
    4. suffers the effects of a Force Majeure Event such that it is unable to materially perform its obligations under this Agreement for a period of 60 days or more.

1. GST
   1. Goods and Services Tax
      1. Unless expressly included, the consideration for any supply under or in connection with this Agreement does not include GST.
      2. To the extent that any supply made under or in connection with this Agreement is a taxable supply, the recipient must pay, in addition to the consideration to be provided under this Agreement for that supply (unless it expressly includes GST) an amount (**Additional Amount**) equal to the amount of that consideration (or its GST exclusive market value) multiplied by the rate at which GST is imposed in respect of that supply. The recipient must pay the Additional Amount at the same time as the consideration to which it is referable.
      3. If a party is entitled under this Agreement to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this Agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which any input tax credit may be claimed by the party being reimbursed or indemnified, or by its representative member.
2. Confidentiality
   1. Confidentiality obligation

Each party (**Recipient**) agrees to keep confidential, and not to use or disclose, other than as expressly permitted by this Agreement, any Confidential Information of the other party (**Disclosing Party**).

* 1. Exclusions

Clause 9.1 does not apply to Confidential Information:

* + 1. that the Recipient is required to disclose by law under the rules of any recognised securities exchange on which its shares or the shares of any of its Related Bodies Corporate are listed or proposed to be listed;
    2. that the Recipient is required to disclose to any Government Agency, subject to the Recipient notifying the Disclosing Party of the proposed disclosure (to the extent permitted by law) and giving the Disclosing Party reasonable opportunity and assistance to protect the confidentiality of the information;
    3. that is in the public domain otherwise than as a result of a breach of this Agreement by the Recipient or other obligation of confidence; or
    4. that is already known, or rightfully received, or independently developed, by the Recipient, free of any obligation of confidence.
  1. Permitted use and disclosure
     1. The Recipient may only use the Confidential Information of the Disclosing Party to the extent necessary for it to perform its obligations under this Agreement.
     2. The Recipient:
        1. may disclose Confidential Information of the Disclosing Party on a ‘need to know’ basis:
           1. to its Personnel, and its Related Bodies Corporate and their Personnel; or
           2. to its financiers, lawyers, accountants or other professional advisers; and
        2. must ensure that any person to whom it discloses the Confidential Information of a Disclosing Party under clause 9.3(b)(i) keeps that Confidential Information confidential.
  2. Privacy
     1. Nothing in this Agreement obliges the Club to provide the personal information or contact details of the Club’s members, patrons or personnel to the Sponsor, and the Sponsor must obtain the consent of any such person.
     2. Unless expressly stated otherwise, nothing in this Agreement grants the Sponsor the right to use the contact details of any of the Club’s members, patrons or personnel for direct marketing purposes.
  3. Remedies

Each party acknowledges and agrees that:

* + 1. monetary damages may be an insufficient remedy for a breach of this clause 9; and
    2. in addition to any other remedy available at law or in equity, the other party is entitled to seek injunctive relief to prevent a breach of, or to compel specific performance of, this clause 9.
  1. Survival of obligations

The obligations of confidentiality in this clause 9 survive the expiration or termination of this Agreement.

1. Assignment

Neither party may assign its rights under this Agreement, without the other party’s written consent (not to be unreasonably withheld or delayed).

1. Notices
   1. Service of notices

A notice, demand, consent, approval or communication under this Agreement (**Notice**) must be:

* + 1. in writing, in English and signed by a person duly authorised by the sender;
    2. hand delivered or sent by prepaid, certified or registered post, to the recipient’s address for Notices specified in the Details section of this Agreement, as varied by any Notice given by the recipient to the sender; or
    3. by email to the recipient’s address for Notices specified in the Details section of this Agreement, as varied by any Notice given by the recipient to the sender.
  1. Effective on receipt

A Notice given in accordance with clause 11.1 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

* + 1. if hand delivered, on delivery;
    2. if sent by prepaid, certified or registered post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia); and
    3. if sent by email, an hour after the time the sender’s Information System recorded that the email left the sender’s information system unless, within four business hours (being the between 9.00am and 5.00pm of each Business Day), the sender is informed (by automatic notice or otherwise) that the email has not been received by the recipient,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

1. Publicity

Neither party may make any public announcement or issue any media release relating to this Agreement without the prior written consent of the other party as to the form, content and timing of the announcement or release, such consent not to be unreasonably withheld or delayed.

1. Dispute resolution
   1. Dispute resolution process
      1. A party must not start court proceedings or arbitration in respect of a dispute or difference arising out of, or in connection with, this Agreement (Dispute) unless it has first complied with this clause 13.
      2. Notwithstanding clause 13.1(a), nothing in this clause prohibits a party from seeking urgent interlocutory relief.
   2. Dispute Notice

A party to this Agreement claiming that a Dispute has arisen under this Agreement must:

* + 1. give notice (**Dispute Notice**) to the other party within 3 months of the Dispute arising or the party becoming aware of the Dispute; and
    2. set out in the Dispute Notice in reasonable detail the Dispute claimed, including:
       1. the detailed background of the events giving rise to the Dispute; and
       2. (if applicable) the relevant contractual provisions relating to the Dispute.
  1. Escalation procedure

If a Dispute Notice is issued by a party, the parties must each appoint a senior executive as its representative who must meet and endeavour to resolve the Dispute in good faith within 21 days of receiving the Dispute Notice.

1. General
   1. Co-operation

Each party must do or cause to be done all acts and things necessary or desirable to give effect to, and refrain from doing all acts and things that could hinder performance by any party of, this Agreement.

* 1. Force majeure

If a party (**Affected Party**) is unable to perform any of its obligations under this Agreement (**Affected Obligations**) as a result of a Force Majeure Event, the Affected Party:

* + 1. must promptly notify the other party of the Force Majeure Event:
       1. specifying the Affected Obligations;
       2. describing in detail the Force Majeure Event;
       3. estimating the time during which the Force Majeure Event will continue; and
       4. specifying the measures proposed to be adopted to remedy or abate the Force Majeure Event.
    2. must diligently attempt to recommence performance of the Affected Obligations as soon as possible and use its best endeavours to mitigate the effect of the Force Majeure Event; and
    3. will be excused from performance of the Affected Obligations until it is able to recommence performance. However, if Club does not provide Sponsor with any of the Sponsorship Benefits due to a Force Majeure Event, Sponsor must be compensated accordingly by a reduction in the Sponsorship Fee of the value of the Sponsorship Benefits not provided.
  1. Waiver
     1. Any waiver or election in relation to a provision of or a right or remedy arising under this Agreement (including this clause) must be in writing and signed by the party granting the waiver.
     2. A failure or delay in the exercise or partial exercise of a right, power, authority, discretion or remedy arising from a breach of, or default under, this Agreement, does not result in a waiver of that right, power, authority, discretion or remedy.
  2. Variation

A variation of any term of this Agreement must be in writing and signed by the parties.

* 1. Further action to be taken at each party’s own expense

Each party must, at its own expense, do all things and execute all documents necessary to give full effect to this Agreement and the transactions contemplated by it.

* 1. No agency or Partnership
     1. This Agreement does not create a relationship of employer and employee, principal and agent, or partnership between Club and Sponsor.
     2. Nothing in this Agreement gives a party authority to bind any other party in any way.
     3. Nothing in this Agreement imposes any fiduciary duties on a party in relation to any other party.
  2. Entire agreement

This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

* 1. No reliance

No party has relied on any statement by the other party not expressly included in this Agreement.

* 1. Costs

Each party must pay its own legal costs of and incidental to the preparation, completion and any variation of this Agreement.

* 1. Set-off

Either party may set-off any amount owing by it to the other party under this Agreement from any amount owed to it under this Agreement.

* 1. Counterparts

This Agreement may be signed in any number of counterparts and all those counterparts together make one instrument.

* 1. Governing law and jurisdiction

This Agreement is governed by the laws of Queensland. The parties agree to submit to the non-exclusive jurisdiction of the Courts of that place and the Courts of Appeal from them.

* 1. Survival

Termination of this Agreement does not affect any terms which, by their nature, are intended to survive termination of this Agreement, including clauses 6 – 14.

Signing Page

Executed as an agreement:

|  |  |
| --- | --- |
| Executed by  **[Insert Sponsor Name]**  by its authorised representative in the presence of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (please print) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Name (please print) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position (please print) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  |

|  |  |
| --- | --- |
| Executed by  **[Insert Club Name]**  by its authorised representative in the presence of: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Signature | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name (please print) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Witness Name (please print) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position (please print) |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |  |