

# CLUB SPONSORSHIP

**This Contract constitutes the one and only agreement between Sponsor/Rider/Club.**

## **MEMORANDUM OF AGREEMENT OF CLUB SPONSORSHIP MADE AND ENTERED INTO BY AND BETWEEN**

\_\_\_\_\_  
(hereinafter referred to as "**THE SPONSOR**")

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel:

\_\_\_\_\_

Fax:

**(must be completed)**

\_\_\_\_\_

and

\_\_\_\_\_  
being a duly registered Cycling Club under the Rules of Cycling South Africa (**CSA**) hereinafter referred to as "**THE CLUB**"

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tel:

\_\_\_\_\_

Fax:

**(must be completed)**

\_\_\_\_\_

**A: CONTRACT PERIOD:** From \_\_\_\_\_ to 31<sup>st</sup> December \_\_\_\_\_

**B: SPONSORSHIP FUNDS:** R\_\_\_\_\_ (\_\_\_\_\_)

**THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:**

**1. DURATION:**

This agreement shall commence on the date set out in Clause "A" above and continue until the date reflected in Clause "A" above: provided that such latter date in question; and provided further that this contract shall endure for a period of not less than ninety days.

**2. REMUNERATION:**

It is recorded that the minimum cash amount for which a Club may be sponsored per annum or in respect of a portion of a year, only in the event of the contract running for less than a full year, shall be R10 000-00.

**3. SPONSORSHIP FUND - CLUB:**

- (a) The Sponsor shall pay the sponsorship funds to the Club not later than fourteen (14) days after notification by CSA that this contract has been ratified and registered by CSA. This contract shall be completed in **triplicate** and forwarded to CSA by the parties for ratification and registration. CSA shall retain the original thereof and copies shall be transmitted to the parties hereto after ratification and registration.
- (b) The sponsorship funds shall be used for the benefit of the Club and its members as a whole and not for selected riders.
- (c) The Club shall for the duration of this agreement submit to CSA every six months and at the expiration of this agreement Income and Expenditure Statements as well as Balance Sheet reflecting how the sponsorship's funds have been utilized. In the event of CSA not, its sole discretion, being satisfied that the sponsorship funds are being used for the benefit of the Club as a whole, then CSA shall be entitled to suspend or terminate the contract. In the event of the contract being terminated the balance of the sponsorship funds, if any remaining, shall be refunded to the Sponsor.
- (d) The Sponsor shall pay the registration fee of **R2200-00** to Cycling South Africa (**CSA**) when submitting the contract for registration.
- (e) In the event of there being funds remaining after expiration of this contract, then such funds shall continue to be held by the Club for the benefit of the Club as a whole.

4. In case of a National Selection, the **SPONSOR** shall be required to permit the **RIDER** to participate in preparatory races and programmes decided upon by the National Federation (**CSA**). The **SPONSOR** shall authorize the National Federation (**CSA**) to give the **RIDER** any instructions it deems necessary in connection with and for the duration of the selection provided that it does so solely in connection with sporting matters, in its own name and on its own behalf. The **RIDER** shall be obliged to train and participate as a member of the National Team, in the sole discretion of **CSA**, in the clothing and colours as provided by **CSA** and/or the National Olympic Committee and/or the National Sports Council, whatever may be applicable.

**DISCIPLINE SPONSORS:**

Different Sponsors may be registered for each age category. All the rules of the Club Contract applies.

**Registration Fee per discipline R1 000-00.**

5. **ADVERTISING**

The cyclist shall wear the advertising, be it in the form of numbering, lettering, logo's, trade or service marks, or colours of any description (hereinafter referred to as "**THE ADVERTISING**") agreed upon with the **SPONSOR** but subject to the following conditions.

- 5.1 That suitable drawings and explanations of all wearing apparel be submitted with the contract to **CSA** for approval.
- 5.2 That no other advertising may be added other than that specified in the original contract, without prior permission from **CSA**.
- 5.3 Socks should be plain white or plain coloured.
- 5.4 In event of the manufacturer of the garment not being the **SPONSOR** then in addition to the foregoing the manufacturers trade mark shall be permitted to appear on the garment, but in this event it may appear only once and shall be limited to an area 5cm by 5cm.
- 5.5 No other advertising other than set out above shall be permitted on the cyclist's wearing apparel.
- 5.6 In addition to the foregoing, **CSA** shall have the right to disallow any advertising on any jersey or other wearing apparel which by reason of its similarity in colouring or design or any other way and/or is in the opinion of **CSA** likely to be confused with or associated with any official jersey of any sponsored club at the date of ratification of this agreement by **CSA** or with any official jersey of another individually sponsored, amateur rider duly registered with **CSA** at the date of ratification hereof, and/or likely to be confused with **CSA's** and National Registered colours.

**6. SPONSOR'S OBLIGATIONS:**

- (a) The **SPONSOR** warrants that he/it is not at the date hereof sponsoring any professional **RIDER** and the **SPONSOR** further undertakes not to sponsor any professional **RIDER** whilst sponsoring the Club.
- (b) The **SPONSOR** may sponsor an unlimited amount of Clubs.

**7. GENERAL CONDITIONS**

- (a) This agreement shall be subject to and conditional upon ratification and registration by **CSA**. **CSA** shall be entitled to reject any contract, which in its sole discretion, decided is not in the interest of the sport. **CSA** must then inform the Club and the **SPONSOR** of the provisions in the contract of which **CSA** disapproves but no reason for disapproval need be given.
- (b) In the event of a dispute arising between the parties hereto regarding the interpretation of this agreement or in the event of any dispute arising pursuant to this agreement, whether or not it involves a question or questions of fact then the dispute shall be referred to **CSA** which shall determine the dispute in such manner and using procedures as it deems fit and the parties agree to be bound by the decision of **CSA** which shall not be appealable.

**8. GENERAL:**

- (a) This agreement constitutes the sole agreement and the whole of the agreement between the parties hereto, relating to the subject matter hereof and save as otherwise provided for herein, no amendment, alteration, addition, or variation shall be of any force or effect unless reduced to writing and signed by the parties hereto:
- (b) the parties agree that no other conditions, warranties or representations, whether oral or written, or whether expressed or implied, whether by statute or otherwise, shall apply hereto:
- (c) No waiver of any terms or conditions of this agreement shall be binding or effectual for any purpose, unless expressed in writing and signed by parties hereto, given the same, and any such waiver shall be effective only in this specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**9. HEADNOTES:**

The headnotes herein contained shall be used for reference purposes only and shall not be used in the interpretation of any of the provision hereof.

**10. CO-SPONSORSHIP:**

This agreement can provide for any number of **CO-SPONSORS** in addition to the Principal **SPONSOR**. Such co-sponsorship shall be subject to prior approval by the Principle **SPONSOR** and the conditions of such co-sponsorship shall be contained in an addendum to this contract.

A **CO-SPONSOR** will not be subject to the provision of Section 6(a) of this agreement.

**11. ADDITIONAL TERMS:**

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**12. WORDING ON CLOTHING:**

Only for sponsored Clubs or individual amateurs sponsored in accordance with CSA'S rules is permitted:-

**PERMITTED:** Principal **SPONSOR** and any number of **CO-SPONSORS**;

**JERSEY:** No restrictions;

**SHORTS:** The shorts may not bear any lettering other than that placed in a lateral strip not exceeding 9cm in width.

Manufacturers logo can appear on clothing, once on jersey and once each leg on shorts. Always measure 5cm square maximum.

**(a) WORDING ON CLOTHING:**

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**(b) COLOURS AND WORDING ON CLOTHING:**

The present picture as contained on page 10 of the existing **CSA** contract, must be included herein by **CSA** and/or is attached hereto, marked **Annexure "A"** and initialed by the parties hereto;

**13. CO-SPONSORSHIP:**

(a) I/We \_\_\_\_\_ being the  
Principle **SPONSOR** of \_\_\_\_\_ (Club) has/have no  
objection to the co-sponsorship of \_\_\_\_\_ (co-sponsor)  
Any additional terms of Principle **SPONSOR** \_\_\_\_\_  
\_\_\_\_\_

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_

in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_ **Principle Sponsor**  
\_\_\_\_\_ **Co-Sponsor**  
2. \_\_\_\_\_ **Club**

(b) I/We \_\_\_\_\_ being the Principle Sponsor of  
\_\_\_\_\_ (Club)  
has no objection to the co-sponsorship of \_\_\_\_\_ **Co-Sponsor**  
Any additional terms of Principle Sponsor \_\_\_\_\_  
\_\_\_\_\_

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_

in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**Principle Sponsor**

\_\_\_\_\_  
**Co-Sponsor**

2. \_\_\_\_\_

\_\_\_\_\_  
**Club**

(c) I/We \_\_\_\_\_ being the Principle Sponsor of  
\_\_\_\_\_ (Club)

has no objection to the co-sponsorship of \_\_\_\_\_  
**Co-Sponsor**

Any additional terms of Principle Sponsor \_\_\_\_\_  
\_\_\_\_\_

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_

in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**Principle Sponsor**

\_\_\_\_\_  
**Co-Sponsor**

2. \_\_\_\_\_

\_\_\_\_\_  
**Club**

**DATED at** \_\_\_\_\_ **this** \_\_\_\_\_ **day of** \_\_\_\_\_  
in the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**Sponsor**

2. \_\_\_\_\_

**APPROVED BY CLUB:**

SECRETARY \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

CHAIRMAN \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

**APPROVED BY PROVINCE:**

SECRETARY \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

CHAIRMAN \_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

This agreement is approved and accepted by **CSA** on the one hand as a party hereto and on the other hand as a bargainer for a third party, in so far as that **CSA** may be referred to herein.

**DATED at CAPE TOWN this \_\_\_\_\_ day of \_\_\_\_\_**  
In the presence of the undersigned witnesses.

**AS WITNESSES:**

1. \_\_\_\_\_

\_\_\_\_\_  
**Signed by the duly empowered  
and authorized person of CSA**

2. \_\_\_\_\_

**COLOURS AND WORDING ON CLOTHING**

**CYCLING SHIRT**

**FRONT**

**BACK**

**CYCLING SHORTS**