

SPONSORSHIP & REGISTRATION LEVELS

Please tick your chosen level

MAJOR SPONSOR (1 available) \$7,000 (+ GST)

Benefits:

- Two teams of four players in the competition with guaranteed carts
- Company logo on all event promotional material and websites
- Company logo in the official player's guide
- Opportunity to address the attendees during the event
- Opportunity to make the presentation of the major prize
- First option of preferred hole for your hosted activity
- Personal recognition by the Mayor in official address
- Prominent display of company signage at the event

PRESENTATION FUNCTION SPONSOR

(1 available) \$5000(+ GST), or in-kind catering to the value of \$5000

Benefits:

- One team of four players in the competition with guaranteed carts
- Company logo on all event promotional material and websites
- Company logo in the official player's guide
- Opportunity to exclusively host the presentation function and showcase services/products
- Opportunity to distribute promotional material to attendees
- Personal recognition by the Mayor in official address

HOLE SPONSOR (17 available) \$1,600 (+ GST)

Benefits:

- One team of four players in the competition with guaranteed carts
- Company logo on events promotional material and websites
- Company logo in the official player's guide
- Prominent display of company signage on sponsored hole
- Option of providing food, beverage or an activity to patrons at the sponsored hole
- Personal recognition by the Mayor in official address at event
- A premium hole for your hosted activity (first in, first served basis for allocation of holes)

TEAM REGISTRATION \$500 (+ GST)

Benefit:

- One team of four players with a cart per two people

An invoice will be raised following receipt of this booking form

Please EMAIL this form to: rsvp@cairns.qld.gov.au



Company trading as:

Company legal name:

ACN/ ABN

Address:

Contact:

Position:

Telephone:

Email:

Cairns Regional Council

ABN: 24 310 025 910

Address: 119 – 145 Spence Street,
Cairns Qld 4870

Contact: Sarah Campbell

Position: GBRMG Coordinator

Telephone: 07 4044 3090

Email: s.campbell2@cairns.qld.gov.au

1. Definitions

1.1. In this Agreement unless inconsistent with the context or subject matter: "Agreement" means this Sponsorship Agreement; "Approvals" means any approvals required to be issued by any Authorities in connection with the Signage and all changes to those Approvals which may need to be agreed to by those Authorities; "Authorities" means any federal, state or local government or regulator which is required to approve all or any aspect of the Signage; "Benefits" means benefits relating to the Sponsorship which Council provides to the Sponsor as set out in page 4; "Fee" means the payments and other consideration to be provided by the Sponsor to Council under this Agreement, as specified in page 4; "Force Majeure" means an act, omission or circumstance over which Council could not reasonably have exercised control, including without limitation cyclone, employee strike, terrorist incident, tsunami, floods and the like; "GST", "Recipient", "Supplier", "Supply" and "Tax Invoice" have the same meaning as given to those terms in A New Tax System (Goods and Services Tax) Act 1999 (Cth); "Logo" means the Logo of the Sponsor, as attached to this Agreement; "Sponsorship" means the sponsorship the subject of this Agreement; "Term" means the term of this Agreement, and calculated as being from the date this contract is signed by the sponsor, up to and including the event date.

2. SPONSORSHIP AND BENEFITS

2.1. The Sponsor will during the Term sponsor the Services and pay the Fee to Council, and in consideration, Council will provide the Benefits to the Sponsor.
2.2. Council will issue the Sponsor with a Tax Invoice for the amount of the Fee plus GST and the Sponsor will pay the Fee plus GST by cheque or as otherwise directed by Council within 14 days of receipt of each Tax Invoice.
2.3. The Sponsor and Council will promptly take all necessary steps and do all things as may be reasonably required on their part to diligently and expeditiously perform their obligations under this Agreement.
2.4. Any promotional material to be used by either party making reference to the Sponsorship is to be approved in writing by the other party prior to use, which approval must not be unreasonably withheld.

3. INSURANCE AND LIABILITIES

3.1. The Sponsor shall, at its own cost for the Term, take out and maintain insurance in relation to its activities and potential liabilities to Council and third parties under this Agreement and the Sponsor must cause Council's interests to be noted on its relevant insurance policies.
3.2. The parties acknowledge that Council is self-insured.
3.3. Council will not in any way be liable to the Sponsor for loss or damage it suffers in connection with this Agreement, provided that the loss or damage was not caused by Council's breach of this Agreement.
3.4. The Sponsor indemnifies Council against all losses, claims or damages Council incurs as a result of the Sponsor's negligence or failure to comply with the terms of this Agreement.

EXECUTED for and on behalf of by its duly authorised representative, (full name, title):

SIGNATURE

in the presence of:

WITNESS SIGNATURE

4. ASSIGNMENT

4.1. This Agreement may not be assigned by the Sponsor without Council's written consent, which consent may (at Council's sole discretion) be granted, granted with conditions or withheld.

7. TERMINATION

7.1. If a party fails to comply with a term of this Agreement ("defaulting party") and fails to remedy that non-compliance within 14 days of receiving a notice from the other party requiring it to do so ("non-defaulting party"), the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party.
7.2. If the Sponsor becomes subject to any Insolvency Event during the Term, Council may terminate this Agreement by giving written notice to the Sponsor.
7.3. If at any time during the Term Council considers, acting reasonably, that this Agreement is no longer desirable having regard to adverse publicity relating to or associated with the Sponsor, Council may terminate this Agreement by giving 14 days written notice to the Sponsor.

8. FORCE MAJEURE

8.1. If Council is rendered unable, wholly or in part, by Force Majeure to carry out or observe any of its obligations under this Agreement, it shall give to the Sponsor prompt written notice providing full details of the Force Majeure.
8.2. Subject to clause 10.1, the obligations of the parties under this Agreement, to the extent affected by Force Majeure, will be suspended and no claim by either of the parties against the other party will avail by reason of such Force Majeure provided that Council must, to the extent practicable, take all reasonable steps to remove the Force Majeure as soon as possible. Such reasonable steps will not require Council to settle any reasons for Force Majeure on unfavourable terms.

9. GENERAL PROVISIONS

9.1. This Agreement is governed by, and is to be construed in accordance with, the law of the State of Queensland, Australia.
9.2. This Agreement contains the entire agreement between the parties in relation to the Sponsorship.
9.3. A notice will be deemed to be served on a party if it is addressed to that party at its Address for Service (and if the notice is to be served on Council, marked to the attention of the Chief Executive Officer) and it is delivered by hand to that address or sent by registered mail to that address.

10. SPECIAL CONDITIONS

10.1. The sponsor must conduct activity at their holes in an ethical and respectful manner so as to not offend players/staff.
10.2. The sponsor must not adversely reflect on the reputation of Council.
10.3. The sponsor must refrain from harassing, bullying and intimidating behaviour, or risk eviction from the course.

SIGNED for and on behalf of CAIRNS REGIONAL COUNCIL by its duly authorised representative, Robyn Homes, Manager Communications and Marketing

SIGNATURE

in the presence of:

WITNESS SIGNATURE

