

Annual Golf Day – Commitment Form

Please choose one of the following options

- MAJOR SPONSOR (SOLD) \$2,500.00 + GST
- HOLE SPONSOR (17 Available) \$700.00 + GST
- HOLE SPONSOR + TEAM (Subject to availability) \$1,100.00 +GST

An invoice will be raised following receipt of this form.
Please EMAIL this form to events@cairnschamber.com.au.

Company trading as: _____

Company legal name: _____

ACN / ABN: _____

Address: _____

Contact name: _____

Position: _____

Telephone: _____

Email: _____

1. DEFINITIONS

1.1 In this Agreement unless inconsistent with the content 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 by those Authorised;
 "Authorities" means any federal, state or local government or regulator which is required to approve all or any aspects of the Signage;
 "Benefits" means benefits relating to the Sponsorship which Cairns Chamber of Commerce provides to the Sponsor as set out in the Sponsorship Details.
 "Fee" means the payments and other consideration to be provided by the Sponsor to the Cairns Chamber of Commerce under this agreement;
 "Force Majeure" means an act, omission or circumstance over which Cairns Chamber of Commerce could not reasonably have exercised control, including without limitations, 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 A New Tax System (Goods and Services Tax) Act 1999 (Cth);
 "Logo" means the Logo of the Sponsor, as attached to the 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 Service and pay the Fee to the Cairns Chamber of Commerce, and in consideration, Cairns Chamber of Commerce will provide the Benefits to the Sponsor.

2.2 Cairns Chamber of Commerce 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 bank transfer or otherwise directed by the Cairns Chamber of Commerce within 14 days of receipt of each Tax Invoice.

2.3 The Sponsor and the Cairns Chamber of Commerce 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 references 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 LIABILITY

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 the Cairns Chamber of Commerce and third parties under this Agreement and the Sponsor must cause Chamber's interest to be noted on its relevant insurance policy.

3.2 The parties acknowledge that the Cairns Chamber of Commerce is self-insured.

3.3 Cairns Chamber of Commerce 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 the Chamber's breach of the Agreement.

3.4 The Sponsor indemnifies the Cairns Chamber of Commerce against all losses, claims or damages the Chamber incurs as a result of the Sponsor's negligence or failure to comply with the terms of this Agreement.

4. ASSIGNMENT

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

SIGNATURE

IN PRECENSE OF:

WITNESS SIGNATURE

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

5. TERMINATION

5.1 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.

5.2 If the Sponsor becomes subject to any Insolvency Event during the Term, the Cairns Chamber of Commerce may terminate this Agreement by giving written notice to the Sponsor.

5.3 If at any time during the Term the Cairns Chamber of Commerce considers, acting reasonably, that this Agreement is no longer desirable having regard to adverse publicity relating to or associated with the Sponsor, the Cairns Chamber of Commerce may terminate this Agreement by giving 14 days written notice to the Sponsor.

6. FORCE MAJEURE

6.1 If the Cairns Chamber of Commerce 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.

6.2 Subject to the clause 8.1, 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 the Cairns Chamber of Commerce must, to the extent practicable, take all reasonable steps to remove the Force Majeure as soon as possible. Such reasonable steps will not require the Cairns Chamber of Commerce to settle any reasons for Force Majeure on unfavourable terms.

7. GENERAL PROVISIONS

7.1 This Agreement is governed by, and is to be construed in accordance with, the law of the State of Queensland, Australia.

7.2 This Agreement contains the entire agreement between the parties in relation to the Sponsorship.

7.3 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 Cairns Chamber of Commerce, 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.

8. SPECIAL CONDITIONS

8.1 The sponsor must not adversely reflect on the reputation of the Cairns Chamber of Commerce.

SIGNED for and on behalf of CAIRNS CHAMBER OF COMMERCE by its duly authorised representative:

SIGNATURE

IN PRECENSE OF:

WITNESS SIGNATURE:
