



Partnership Agreement

**South African Bass Angling Association
(SABAA)**

.....(Partner)

Details

Parties

Name:

Short name

Contact Person

Contact Number

Email Address

Name

Short name

Contact Person

Contact Number

Email Address

Table of Contents

Details	1
Agreed terms	3
1. SABAA obligations	3
1.1 Partnership Benefits	3
1.2 Partner's rights	3
1.3 Warranties	3
2. Partner's obligations	4
2.1 General obligations	4
2.3 Payment	4
2.4 Partner's name and logo	4
3. Cancellation	4
3.1 Cancelation	4
4. Termination	4
4.1 Immediate termination by SABAA	4
4.2 Immediate termination by the Partner	5
4.3 Effect of termination	5
Schedule 1 – Contract details	6
1. Partner Options	6
2. Start and End Date	6
3. Fee	6
Signing Page	7

Agreed terms

1. SABAA obligations

1.1 Partnership Benefits

SABAA will provide Partnership Benefits:

- (a) Through the SABAA Premier League and will ensure that the Partner receives exposure at each of the “Premier Leagues” on a national basis for the full season. These would include the erection and display of all printed material (Tear-Drops and Gazebos) as well as all social and print media exposure on an annual basis.
- (b) Through the exposure at SABAA sanctioned “Bass Classic’s” (e.g. Albert Falls Classic) and all SABAA sanctioned partners marketing material will be erected accordingly. Please note that these “Classic’s” are self-funded and as such SABAA cannot guarantee exclusivity at these events.
- (c) any services incidental to the Partnership Benefits, such as social media, print media on behalf of the Partner.

1.2 Partner’s rights

SABAA grants to the Partner the right to use the Status with or without the SABAA Logo for promotional and advertising purposes in connection with the Exclusive Product Category provided that whenever the Partner refers to the SABAA, it shall use the full name SABAA without any modification except to the extent the parties agree otherwise.

1.3 Warranties

SABAA warrants that:

- (a) it has the power and is entitled to grant to the Partner the rights contained in this Agreement;
- (b) the Premier League and any Partnership activities related to, or connected with, the Premier League will be managed and promoted in accordance with all applicable laws, rules and regulations and good practice;
- (c) it has not granted and will not grant any rights that are inconsistent with or will prevent or limit the rights of the Partner;
- (d) it has obtained all necessary consents and approvals to enable it to perform its obligations and run the Premier League;
- (e) it will run the Premier League in a professional manner; and
- (f) the Premier League and ancillary activities prior to and after the Premier League will be managed in a manner that is consistent with promoting the good reputation, quality and goodwill of the Partner.

2. Partner's obligations

2.1 General obligations

The Partner must:

- (a) pay **SABAA** the Fee on the date(s) set out in Item 2 of Schedule 1;
- (b) ensure that it has a Partnership liaison person available to **SABAA** at all reasonable times;
- (c) provide **SABAA** with the Partner's logo:
 - (i) in a form suitable to be applied to all promotional and publicity material relevant to the Partnership set out in this Agreement; and
 - (ii) in accordance with **SABAA**'s timetable for production of the relevant promotional material and banners;
- (d) carry out its obligations under this Agreement in a manner that enhances the reputation of the Partner and **SABAA** and
- (e) comply with all laws and advertising codes of practice relevant to the Partner and **SABAA**.

2.2 Payment

The Partner shall pay any costs owing to **SABAA** in full (without any set-off) within 30 days of the presentation to the Partner of the corresponding invoice(s).

2.3 Partner's name and logo

The Partner grants **SABAA** the right to use the Partner's name and/or logo.

3. Cancellation

3.1 Cancellation

No amount shall be due by **SABAA** to the Partner in case of total cancellation of the Premier League for any cause whatsoever. In particular, **SABAA** shall not be liable for any direct, indirect or other consequential loss claimed by the Partner and/or its officers, employees, subsidiaries, guests, contractors or invitees.

4. Termination

4.1 Immediate termination by **SABAA**

SABAA may terminate this Agreement with immediate effect by written notice if:

- (a) the Partner breaches this Agreement, fails to pay the Partnership Fee, or is negligent in its performance of this Agreement, and does not rectify the situation within any time frame reasonably specified by **SABAA** in writing;
- (b) the Partner enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory manager is appointed in respect of it; or
- (c) **SABAA** becomes aware of any circumstances in relation to the Partner which might, in the reasonable opinion of **SABAA**, damage the reputation of the Partner or **SABAA**.

4.2 Immediate termination by the Partner

The Partner may terminate this Agreement with immediate effect by written notice if:

- (a) **SABAA** materially breaches this Agreement, and **SABAA** does not rectify the situation within a reasonable time.

4.3 Effect of termination

On termination of this Agreement:

- (a) the Partner will return all property that belongs to **SABAA**, including, but not limited to **SABAA**'s promotional and publicity material; and
- (b) the Partner will cease using the rights granted to it under this Agreement.

Schedule 1 – Contract details

1. Partner Options

SABAA Partner Options and Benefits	Tier 1	Tier 2	Divisional Partners
Number of Partners	2	4	6
Monthly Fee	R 10 000.00	R 5 000.00	R 1 500.00
Branding on Clothing - President's, Junior Protea, Senior Protea and World Champs Team	X	X	
Social and Print Media Articles pertaining to the National Teams lead-up and post event Reports	X	X	
Gazebo (Only Gazebo at the Weigh-In area at every Divisional Event)	X		
Tear-Drop Flag (Full Flag)	X	X	X
Tear-Drop Flag (Half Flag) (For Divisional Partners @ R750.00/month)			X
Exposure on Social Media and Print Media	X	X	X
Marketing Material at Every SABAA Divisional Event (Local Only)	X	X	X
Material at Every SABAA Divisional (Nationally)	X	X	
Marketing Material at Inter-Provincial Championships (Shipping Cost to get each Divisions respective "Divisional Partners" marketing Material to the event will be for the respective Division's cost)	X	X	X
Marketing Material at National Championships (Shipping Cost to get each Divisions respective "Divisional Partners" marketing Material to the event will be for the respective Division's cost)	X	X	X
Marketing Material at International Protea and President events hosted in SA (Shipping Cost to get each Divisions respective "Divisional Partners" marketing Material to the event will be for the respective Division's cost)	X	X	X

2. Start Date End Date: 30 June 2016

3. Fee

The Partner shall pay **SABAA** a fee of R per month. **SABAA** will send the Partner an invoice for the fee marked for the attention of:

.....

Unless otherwise instructed by **SABAA**, the Partner shall transfer the amounts invoiced on or before the dates referred to above to the following bank account in the name of **SABAA**:

Bank name: Standard Bank, Branch Code: 014-737, Account number: 021 888 000

Reference Number: "Example" – SA Sliding Door Sales for February – (SAS-02)

Proof of payments to be mailed to Wendy Watson at ksamkin@telkomsa.net

Signing Page

EXECUTED as an agreement

[**COMPANY**] by:

Signature of authorised signatory

Name of authorised signatory

Date.

[**PARTNER**] by:

Signature of authorised signatory

Name of authorised signatory

Date

Witness