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| Dated 202[\*\*] |
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| PARTY 1 (1)PARTY 2 (2) |
|
| SPONSORSHIP AGREEMENT |
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| **Paris Smith LLP**No 1 London RoadSouthamptonHampshireSO15 2AETel: 023 8048 2482 |

**THIS AGREEMENT IS DATED [DATE]**

**Parties**

1. [FULL NAME OF FOOTBALL CLUB] of [ADDRESS] (the "**Club**")
2. [FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with Company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the "**Sponsor**")

**Background**

1. The Sponsor wishes to sponsor the Club as set out in Schedule 1 and the Club has agreed to such sponsorship on the terms and conditions set out in this Agreement.

**Agreed Terms**

1. Interpretation

The definitions and rules of interpretation in this clause apply in this Agreement.

Definitions:

* 1. **"Brand Guidelines"** the brand guidelines issued by the Club which depict the Club Mark and set out the Club's requirements for use of the Club Mark, as provided to the Sponsor by or on behalf of the Club from time to time (and the version in force at the date of this Agreement as set out in Schedule 5).
	2. **"Club Mark"** the Club logo(s) as set out in Schedule 3.
	3. **"Club Website"** the official website hosted by or on behalf of the Club [situated at [WEB ADDRESS]].
	4. **"Commencement Date"** [INSERT DATE].
	5. **"Commercial Rights"** any and all rights of a commercial nature connected with the Club, including without limitation broadcasting rights, new media rights, interactive games rights, sponsorship rights, merchandising rights, licensing rights, advertising rights and hospitality rights excluding, for the avoidance of doubt, those rights owned or controlled by any Governing Body.
	6. **"Designation"** "Official Sponsor of [NAME OF CLUB]" or such other similar designation as the Club may approve in writing.
	7. **"Force Majeure Event"** any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a party (other than lack of funds on the part of the Sponsor) including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, other natural disaster, subsidence, structural damage, epidemic, pandemic, transport disruption, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lock-outs or other industrial action, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permission) of any relevant government, court, competent national authority or Governing Body.
	8. **"Governing Body"** includes, FIFA, [UEFA], and any recognised and properly constituted national or international football governing body.
	9. **"Home Game"** any competitive or friendly football game which is organised by the Club and played by any team at the Stadium, except for "closed" or training friendlies.
	10. **"Manager"** [NAME] or his successor as team manager.
	11. **"Match"** a match played by any Team during the Term.
	12. **"Match Shirts"** the shirts of each official playing strip of the Club to be worn in Matches.
	13. **"Player"** any player in any of the Teams contracted to the Club during the Term.
	14. **"Programme"** the official Club match programme produced in respect of each Home Game.
	15. **"Regulations"** the directives, byelaws, rules, resolutions, regulations and guidance notes and any other order or direction of any Governing Body or any regulatory or other body whose regulations affect the operation of this Agreement from time to time in force.
	16. **"Sponsor Mark"** the Sponsor logo set out in Schedule 2.
	17. **"Sponsor Materials"** any and all items, samples of Sponsor product, services and promotional, marketing or advertising materials and premiums produced by or on behalf of the Sponsor which bear the Club Mark and any Designation which otherwise associates the Sponsor with the Club, the Teams or any Player.
	18. **"Sponsorship Fee"** the sum (plus any applicable tax) set out in Schedule 1 which is payable by the Sponsor to the Club in accordance with clause 4.
	19. **"Sponsorship Rights"** those sponsorship rights in relation to the Club set out in Schedule 1.
	20. **"Stadium"** the Club's stadium at [ADDRESS].
	21. **"Taxes"** any and all applicable sales or similar taxes (including but not limited to VAT), duties, customs or other levies which may apply to the Sponsorship Rights.
	22. **"Team"** the [men's first XI and reserve team squads of Players [and the women's first XI]].
	23. **"Term"** the term of this Agreement as described in clause 2.
	24. Words in the singular include the plural and in the plural include the singular.
1. Term and renewal
	1. This Agreement shall take effect on and from [DATE] and shall continue unless terminated in accordance with the provisions of this Agreement until seven days after the Club's final match in the [YEAR-YEAR] football season.
2. Grant of rights
	1. In consideration of the payment of the Sponsorship Fee by the Sponsor to the Club, the Club grants to the Sponsor the Sponsorship Rights for use by the Sponsor during the Term.
	2. All rights not expressly granted to the Sponsor under this Agreement are hereby reserved to the Club. The Sponsor acknowledges and agrees that:
		1. the Club is the owner of the Commercial Rights and of all rights in the Club Mark;
		2. the Sponsor shall not be entitled to exploit or enter into any commercial or other agreement to exploit any of the Commercial Rights other than the Sponsorship Rights;
		3. where the Sponsorship Rights relate to a specific Manger or Player, the Sponsor shall have no rights in relation to the Manager or any Player save insofar as such rights relate to the Manager or the Player in his capacity as a player for the Club;
		4. any Sponsorship Rights which relate to the Manager or any Player may only be exploited for so long as the Manager or Player is and remains contracted to the Club.
	3. In the event that, for whatever reason, the Club is unable to deliver any of the Sponsorship Rights materially as set out at Schedule 1, the Club may substitute alternative rights in the nature of the Sponsorship Rights to an equivalent value without penalty.
	4. The Club shall be entitled to enter into any sponsorship arrangement with any third party during the Term. The Sponsor agrees that the Club shall not be nor considered to be nor deemed to be in breach of any provision of this Agreement as a result of entering into such arrangement.
3. SPONSORSHIP FEE
	1. In consideration of the grant of the Sponsorship Rights, the Sponsor agrees to pay to the Club the Sponsorship Fee.
	2. Payment of the Sponsorship Fee shall be made in full without any set-off, deduction or other withholding whatsoever.
4. Obligations of the Club
	1. In consideration of the payment of the Sponsorship Fee, the Club undertakes to the Sponsor as follows:
		1. subject to clause 3.4 and to the Regulations, deliver the Sponsorship Rights to the Sponsor;
		2. that it has and will continue to have throughout the Term full right, title and authority to enter into this Agreement and accept and perform the obligations imposed on it by this Agreement;
		3. to use reasonable endeavours to use the Sponsor Mark in the manner and form illustrated in Schedule 2;
		4. to keep the Sponsor informed as promptly as reasonably practicable with respect to material developments or changes to the Club which might affect the Sponsor's enjoyment of the Sponsorship Rights; and
		5. that it owns and controls the Club Mark.
5. Obligations of the sponsor
	1. The Sponsor hereby represents, warrants and undertakes that:
		1. it shall pay the Sponsorship Fee to the Club in the amounts and on the dates specified in Schedule 1;
		2. it has, and will continue to have throughout the Term, full right, title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;
		3. it shall exercise the Sponsorship Rights strictly in accordance with the terms of this Agreement. For the avoidance of doubt, the Sponsor shall not be entitled to use or exploit any of the Commercial Rights (other than the Sponsorship Rights) in any way;
		4. it shall not establish a website or mobile device application relating to the Team or the Club, or use the Sponsorship Rights in connection with any website or mobile device application save as expressly provided in this Agreement;
		5. it shall not, without the prior written approval of the Club, engage in any joint promotional activity or otherwise exploit any of the Sponsorship Rights with or in connection with any third party;
		6. it shall not do or permit anything to be done which might adversely affect the rights of the Club in or to any of the Commercial Rights or the value of the Commercial Rights and shall provide all reasonable assistance to the Club in relation to the exploitation by the Club of the Commercial Rights;
		7. it shall observe and abide by the Regulations and all relevant laws (including but not limited to all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, and specifically, it shall not exercise the Sponsorship Rights in any manner that might constitute an offence under such laws, statutes, regulations and/or codes) rules, regulations, directions, codes of practice or guidelines imposed by national law or any competent authority which are applicable to the Club, the Stadium, the Teams, any match or to the activities of advertisers or sponsors in connection with any of the above;
		8. it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Club;
		9. it shall use reasonable endeavours to ensure that none of its directors, officers or employees, acting in the course of his/her employment, makes any statement that is knowingly defamatory, disparaging of or derogatory to the Club, the Teams, the Manager or the Players;
		10. it shall ensure that any and all Sponsor Materials are produced to the Sponsor's corporate quality standards and are fit for their purpose;
		11. it shall, at all times, comply with any provisions of the Brand Guidelines;
		12. use of the Sponsor Mark in accordance with the terms of this Agreement shall not infringe the rights, including, the Intellectual Property Rights, of any third party; and
		13. [OBLIGATIONS SPECIFIC TO THE SPONSORSHIP]
	2. The Sponsor hereby grants to the Club a non-exclusive, royalty-free licence to use the Sponsor Mark in connection with the delivery of the Sponsorship Rights.
	3. The Sponsor shall only use the Club Mark and/or the Club's name on and in connection with Sponsor Materials and shall not produce any merchandise, premiums or other giveaway items which feature the Club Mark or are otherwise connected with the Club, the Teams or any Player.
	4. The Sponsor shall ensure that all uses of the Club Mark on Sponsor Materials shall conform with the Brand Guidelines and the terms of this Agreement. The Sponsor shall, at the request of the Club, promptly withdraw any Sponsor Materials, which, in the Club's opinion, do not comply with the provisions of the Brand Guidelines or the terms of this Agreement. For the avoidance of doubt, failure by the Sponsor to comply with such a request shall constitute a material breach of this Agreement for the purposes of clause 8.
	5. The Sponsor shall not issue, publish, circulate or otherwise make use of any Sponsor Materials or exercise the Sponsorship Rights without the prior written approval of the Club as follows:
		1. the Sponsor shall submit to the Club's nominated representative for prior written approval representative samples, artwork or product specifications accurately illustrating all Sponsor Materials prior to the proposed issue of the same and shall not publish, circulate or otherwise issue any Sponsor Materials which are not so approved;
		2. in the event that the Sponsor submits artwork or product specifications depicting any Sponsor Materials which are approved under clause 6.5.1, the Sponsor shall ensure that such Sponsor Materials do not deviate from the artwork or product specifications approved by the Club, and shall submit further representative samples of such Sponsor Materials for approval whenever reasonably requested to do so by the Club; and
		3. in the event that at any time any Sponsor Materials fail to conform to any approved representative artwork, sample or other submission, the Sponsor shall, forthwith on notice from the nominated representative, withdraw any and all such Sponsor Materials from circulation.
6. Right of negotiation of refund/reduction (FURTHER considerations – optional)
	1. Without prejudice to any of the rights of the Sponsor pursuant to clause 8 of this Agreement, the Parties agree to negotiate in good faith a reasonable reduction and/or refund of the Fee payable if there is a restriction in the benefit or value of any of the Sponsorship Rights received by the Sponsor (save as a result of a Force Majeure Event) including without limitation, in the event of any of the following during the Term:
		1. the Club relocates such that its principal home ground is no longer the Stadium and the Club is thereafter prevented from delivering the Sponsorship Rights pursuant to this Agreement; or
		2. the Club is suspended or is relegated from the [insert championship in which the Club participates]; or
		3. there is a change in any Regulations which adversely affects the value of the Sponsorship Rights; or
		4. there is any material change in the structure of the league and/or any other competitions in which the Club participates at the time of the change which adversely affects the value of the Sponsorship Rights.
	2. The Sponsor may notify the Club within 14 days from the occurrence of such event as referred to in clause 7.1 that, without prejudice to its right to terminate this Agreement pursuant to clause 8, as a result of the occurrence of such event, the Sponsor wishes to obtain a reduction and/or refund in the Sponsorship Fee.
	3. If within 30 days of a notice being received by the Club pursuant to clause 7.2, the Club and the Sponsor are unable to agree the reduction and/or refund in the Sponsorship Fee the matter shall be referred to an independent expert (the "Expert"), and agreed upon between the Club and the Sponsor to determine the amount of the relevant reduction and/or refund. If the Club and the Sponsor are unable to agree upon an Expert within a period of 30 days from the receipt of the notice referred to above in clause 7.2, then the Expert shall be appointed by [INSERT APPROPRIATE BODY]. The parties shall provide the Expert with such information as reasonably required to determine the relevant reduction and/or refund. The Expert shall be deemed to be acting as an expert and not an arbitrator and its decision shall be final and binding on the parties, save in the case of manifest error. The costs and expenses of the Expert will be shared equally between the Club and the Sponsor.
	4. Any reduction in the Sponsorship Fee which is agreed between the parties or determined by the Expert pursuant to clause 7.3 above, shall be effective immediately from such agreement being reached or determination being made (unless those terms dictate otherwise), and such reduction shall be paid by the Club to the Sponsor immediately upon demand or, subject to the parties' written agreement, applied to reduce the following instalment of the Sponsorship Fee.
7. Termination
	1. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement without liability to the other on giving the other not less than [one] months' written notice if:
		1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
		2. the other party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
		3. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
		4. any arrangement or composition with or for the benefit of its creditors (including any company voluntary arrangement under Part 1 Insolvency Act 1986) is proposed or entered into by or in relation to the other Party; or
		5. a nominee, supervisor, receiver, administrator, administrative receiver or liquidator is appointed in respect of the other party or any creditor takes possession of, or any lien, execution or other process is levied or enforced upon, the assets of the other party; or
		6. the other party ceases or threatens to cease carrying on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
		7. a notice of intention to appoint an administrator is filed with the court or served on any creditor of the other party or an application for an administration order is issued at court in respect of the other party; or
		8. a winding up petition is presented or any decision is made to convene a meeting to pass a resolution for the winding up of the other party; or
		9. an application is made or steps are taken to strike off or dissolve the other party under Part 31 Companies Act 2006; or
		10. any event analogous to any of (d) to (i) above occurs in any jurisdiction; or
		11. [the Club is suspended or is relegated from the [insert championship in which the Club participates]; or
		12. as a result of any act or omission by the other party the party reasonably considers that the image or reputation of the party has been, or is likely to be, (if such act or omission were repeated), materially adversely affected.
8. Consequences of termination
	1. The expiry or termination of this Agreement shall be without prejudice to any rights which have accrued to either of the parties under this Agreement.
	2. On expiry or termination of this Agreement:
		1. all of the Sponsorship Rights shall forthwith terminate and automatically revert to the Club;
		2. the Sponsor shall not use or exploit its previous connection with the Club, the Teams, the Stadium, the Manager or the Players, whether directly or indirectly save that historic or archive references to the shirt sponsorship are permitted;
		3. the Club may grant all or any of the Sponsorship Rights to any third party;
		4. each party shall promptly return to the other all of the property of the other within its possession.
	3. The Sponsor agrees that termination of this Agreement shall not result in any refund or rebate of the Sponsorship Fee unless agreed in writing by the Club.
9. Force majeure
	1. Provided it has complied with Clause 10.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
	2. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party and the parties shall use their best endeavours to minimise and reduce any period of suspension occasioned.
	3. The Affected Party shall:
		1. as soon as reasonably practicable after the start of the Force Majeure Event notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
		2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
	4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 days, the party not affected by the Force Majeure Event may terminate this Agreement by giving 30 days' written notice to the Affected Party.
	5. Nothing in this clause 10 shall affect the Sponsor's obligation to pay the Sponsorship Fee.
10. Liability and indemnity
	1. Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment.
	2. Subject to clause 11.1, under no circumstances shall the Club be liable for any costs, damages, claims, actual or alleged indirect loss or consequential loss howsoever arising suffered by the Sponsor, including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.
	3. Subject to clause 11.1, the Club's maximum aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of or in connection with the performance of the Club's obligations under this Agreement in respect of any one or more incidents or occurrences during the Term shall be limited to a sum equal to the amount of the Sponsorship Fee received by the Club as at the date of such act or omission.
	4. The Sponsor shall indemnify and keep indemnified the Club from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with the exercise by the Sponsor of the Sponsorship Rights, whether or not in accordance with the provisions of this Agreement and the use by the Club of the Sponsor Mark.
	5. The Sponsor shall indemnify and keep indemnified the Club from and against all claims, damage, losses, costs (including, without limitation, all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the use of the Sponsor Mark by the Club infringes any intellectual property rights or moral rights of any third party.
	6. Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any intellectual property rights or moral rights of either party which comes to the other's notice, and of any claim by any third party coming to its notice.
11. Assignment
	1. The Sponsor shall not assign, transfer or sub-license or attempt to assign, transfer or sub-license, in whole or in part the benefit of this Agreement without the prior written consent of the Club.
	2. The Club may assign, transfer or sub-license in whole or in part the benefit and/or burden of this Agreement, which shall enure to the benefit of the successors in title and assigns of the Club.
12. Confidentiality
	1. Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination or expiry of this Agreement, disclose to any person any confidential information concerning the other party, except as permitted by clause 13.2.
	2. Each party may disclose the other party's confidential information:
		1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13; and
		2. as may be required by law, any Regulation, a court of competent jurisdiction or any governmental or regulatory authority (including any Regulatory Body).
	3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
13. Announcements
	1. The parties shall work together to devise and stage a launch event publicising the sponsorship pursuant to this Agreement, the costs of such event to be borne by the Sponsor.
	2. No announcement shall be made by either party in relation to this Agreement without the prior written consent of the other and neither party shall, without the prior written consent of the other (save as required by law and/or any Regulation).
14. Points of contact
	1. The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be:
		1. Club: [DETAILS].
		2. Sponsor: [DETAILS].
	2. The Sponsor acknowledges and agrees that it is not entitled to rely on any representation, authorisation or decision of the Club unless made by the principal point of contact (or his designated replacement) set out in clause 15.1.
15. Notices
	1. Any notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below:

Club: [CONTACT] [ADDRESS]

Sponsor: [CONTACT] [ADDRESS]

or as otherwise specified by the relevant party by notice in writing to each other party.

Any notice shall be deemed to have been duly received:

* + 1. if delivered personally, when left at the address and for the contact referred to in this clause; or
		2. if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second business day after posting; or

(c)if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

* 1. A notice required to be given under this Agreement shall not be validly given if sent by e-mail.

The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

1. Anti-bribery
	1. Each party warrants and undertakes to the other party that:
		1. it is, and all persons discharging its rights and obligations on its behalf are, and will at all times be fully compliant with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption (the "**Anti-Bribery Requirements**");
		2. it has and shall maintain adequate procedures, methodologies and structures in place to prevent persons associated with it from undertaking conduct that might amount to a breach of the Anti-Bribery Requirements and which at least meet or exceed the procedures, methodologies and structures recommended by prevailing government-issued guidance and those implemented in accordance with good industry practice for that party's business sector;
		3. it shall promptly disclose to the other party in writing any instance of soliciting, receiving from or offering to any third party any bribe or other benefit in connection with its performance of this Agreement.
2. General
	1. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
	2. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this sub-clause shall limit or exclude any liability for fraud.
	3. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
	4. Each party shall bear its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Agreement and any documents referred to in it.
	5. Each party shall use all reasonable endeavours to procure that any necessary third party shall execute such documents and perform such acts as may be required for the purpose of giving full effect to this Agreement.
	6. If a provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
	7. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
	8. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
	9. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
	10. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
3. The Sponsorship Rights and Sponsorship fee
4. Kit branding

Subject to the Regulations, the Brand Guidelines and the terms of this Agreement, the Sponsor may display the Sponsor Mark in a form, size and positioning approved in writing in advance by the Club on the following items:

[LIST ITEMS, FOR EXAMPLE, PLAYING SHIRTS, TRAINING KIT, MANAGER'S KIT]

1. Advertising and promotional right
	1. The Sponsor shall have the right to use the Club Mark or Designation on the Sponsor Materials to be used solely in connection with the Sponsor's products and services within the Brand Sector.
2. Signs at Home Games and other branding rights
	1. The Sponsor shall have the right, subject always to the Regulations of any competition in which the Club participates:
		1. to Sponsor Mark branding at all Home Games on [DETAILS] fixed site advertising perimeter boards as set out in Schedule 4;
		2. to Sponsor Mark branding on all interview backdrops which are controlled by the Club, such branding to cover no less than [AREA] of the area of such backdrop;
		3. to Sponsor Mark branding on each of the following at the Stadium:
			1. [Players tunnel;]
			2. [electronic scoreboard;]
			3. [video screen;]
			4. [clock.]
		4. to Sponsor Mark branding on up to [NUMBER] perimeter boards to be used at the Club's training ground;
		5. to have the Sponsor Mark appear on the following, the dimensions and positioning of which shall be subject to the approval of the Club:
			1. [Club publicity materials;]
			2. [front page of (the dimensions of which shall be subject to the approval of the Club) Programme;]
			3. [alternate pages of Programme;]
			4. [promotional leaflets;]
			5. [magazines;]
			6. [brochures;]
			7. [tickets; and]
			8. [season ticket books.]
		6. to receive a credit as official Club sponsor on any premium-rate telephone service operated by or on behalf of the Club; and
		7. to receive a credit as official Club sponsor in public address announcements at the Stadium during Home Games.
3. Rights in relation to players
	1. The Sponsor shall be entitled to [NUMBER] personal appearances from up to [NUMBER] Players and the Manager during the Term, and the right to use imagery generated from such appearances or from match action, provided always that any Sponsor Materials produced as a result of such Player and Manager appearances are subject to the approval of the Club as set out in clause 6.6.
	2. All rights described in this paragraph 4 are subject to the following requirements:
		1. such rights are restricted to use in connection with the Players' and Manager's status and capacity as members of the Club and in no way suggest any endorsement of any Sponsor product or service by any individual;
		2. any such promotional or advertising materials shall feature no fewer than three Players simultaneously;
		3. the grant of such rights is subject to any agreement that any Player or the Manager may have entered into in his personal capacity with any third party in connection with the promotion of products or services which may be similar or identical to the Sponsor's products or services;
		4. no personal appearance shall exceed three hours in length, including reasonable travelling time;
		5. although the Sponsor's preferences will be taken into account, the Club does not guarantee that a specific Player or Players will be available for any particular appearance;
		6. personal appearances shall be subject to one month's notice and shall be on dates and at times and places compatible with the playing and training schedule of the Players and Manager; and
		7. the Sponsor shall be responsible for all expenses incurred by any Player or the Manager in connection with attendance and personal appearances.
4. Internet
	1. The Sponsor shall be entitled to have – INSERT BENEFITS HERE
		1. the Sponsor Mark appear on the Club Website [and the Club's official mobile applications and social media channels relating to the Club];
		2. have made available to visitors to the Club Website a reciprocal hypertext link between the Sponsor Website and the Club Website; [and]
		3. have one page of the Club Website dedicated to the Sponsor, subject to the Club's approval of the content of such page; [and]
		4. [insert details of any further rights relating to social media, mobile apps etc. (for example, any co-branded platforms)]
5. Tickets, catering and hospitality

The Sponsor has the right to receive, free of charge, the following tickets for use by Sponsor personnel and their guests, subject to compliance by such Sponsor personnel and their guests with the conditions of entry applicable to such ticket:

[DESCRIBE TICKET TYPES, FOR EXAMPLE, CORPORATE BOX, DIRECTORS BOX, BEST AVAILABLE STAND SEATING, NUMBERS, NOTICE PERIODS, CAR PARKING].

The Sponsor shall have the right from time to time to use the Stadium for the purposes of agreed events for the exclusive benefit of itself and its employees and guests at the Stadium, and, if applicable, in accordance with the terms of the Club's lease and any other applicable conditions, with the consent of the Club such consent not to be unreasonably withheld. The Sponsor shall at the Club's request effect such policies of insurance as the Club deems necessary, and shall provide to the Club upon request evidence of continuing insurance during the Term such as brokers' letters or insurance certificates.

[Catering provided by the Club is available for use by the Sponsor and all requests for use of this facility must be made through the Club. The Club shall not be liable for any claims, costs, damages, losses or expenses incurred as a result of acts, omissions or the negligence of the external caterers unless such claims, losses, costs or expenses arise out of the act or negligence of the Club.]

**7** Sponsorship Fee

 [set out details of how much is to be paid and when]

1. The Sponsor Mark
2. The Club Mark
3. Perimeter boards
4. Brand guidelines

|  |  |  |
| --- | --- | --- |
| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CLUB] |  | ....................Director |
|  |
|  |
| Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF SPONSOR] |  | ....................Director |
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