

DATED

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PARTIES

1. FULL NAME OF RIDER (the Rider)
2. NAME OF SPONSOR (the Sponsor)
3. EQUESTRIAN SPORTS NEW ZEALAND (ESNZ)

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ESNZ RIDER SPONSORSHIP AGREEMENT

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THIS AGREEMENT made the                    day of

BETWEEN        (FULL NAME OF RIDER) of (location), (occupation), (referred to as “the Rider”).

AND                (NAME OF SPONSOR) (if a company – a duly incorporated company, having its registered office at (location) of (if an individual – of address, occupation), (referred to as “the Sponsor”)

AND                EQUESTRIAN SPORTS NEW ZEALAND, trading name of New Zealand Equestrian Federation, an incorporated society having its registered office at Wellington (referred to as ESNZ).

## **BACKGROUND**

- A.        (full name of rider) (“the Rider”) trains and competes in the sport of equestrian in the discipline(s) of (eventing/dressage/showjumping) in New Zealand (and internationally). The Rider is a member of ESNZ.
- B.        The Rider has invited (name of sponsor) (“the Sponsor”) to sponsor the Rider, and the Sponsor has agreed to do so in accordance with the terms and conditions set out in this Agreement.
- C.        ESNZ must be a party to this sponsorship agreement in order to approve it, in accordance with Article 135 of the General Regulations of ESNZ’s Rules and Regulations (“GR’s”). Accordingly this agreement is a “personal sponsorship agreement” for the purposes of Article 135, 136 and Annex E of the GR’s.

## **IT IS AGREED AS FOLLOWS:**

### **1        TERM OF AGREEMENT**

- 1.1.      This Agreement shall commence on (date) and expire on (date), subject to the Rider or the Sponsor terminating this Agreement prior to its expiry, in accordance with clause 5, (referred to as “the Term” in this Agreement).

### **2        THE SPONSOR’S OBLIGATIONS**

- 2.1      The Sponsor shall provide to the Rider sponsorship, in the form of:

- a)        a cash payment of (up to a maximum of) \$(amount) (plus GST) (“the Payment); and/or

- b)        (other – eg horse food, sponsors product), (“the Other Sponsorship”);

(collectively referred to as “the Sponsorship” in this Agreement).

- 2.2      The Payment will be paid (how? – in instalments, lump sum) on (when?).

- 2.3      The Other Sponsorship will be provided to the Rider (how? And when?).

- 2.4 The payment shall be used for the purposes of :
- a) (List – eg competition fees, putting the sponsors name on a horse truck, saddles, horse covers, clothing, travel, expenses).
  - b)
  - c)
- 2.5 The Other Sponsorship shall be used for the purposes of: (delete if not required)
- a)
- 2.6 The Sponsor shall arrange for, and pay, the lease for the horse(s), named (name of horse(s)), to be used by the Rider.
- 2.7 The Sponsor shall ensure that any advertising, publicity and logos used as part of the Sponsorship using the Rider, his/her horse, clothing or equipment, complies with ESNZ's Rules and Regulations, and in particular Article 136 and Annex E of the General Regulations.
- 2.8 The Sponsor shall not sponsor any other rider or horse during the Term of this Agreement, without consent and/or consultation with the Rider.

### **3 THE RIDER'S OBLIGATIONS**

- 3.1 During the Term of this Agreement, the Rider shall compete in the discipline(s) of (name Discipline(s)) in as many events as possible in order to give the Sponsor as much exposure as possible, provided that the events shall be determined by the Rider.
- 3.2 The Rider will at all times compete on a horse/s (delete if required) which are owned or leased by the Sponsor or other person(s) approved by the Sponsor.
- 3.3 The Rider shall ensure that any advertising, publicity and logos used as part of the Sponsorship using the Rider, his/her horse, clothing or equipment, complies with ESNZ's Rules and Regulations, and in particular Article 136 and Annex E of the General Regulations.
- 3.4 The Rider acknowledges that the Sponsorship is exclusive to the Sponsor and that the Rider May not enter into other sponsorship agreements for the same or similar Sponsorship, without the Sponsor's (and ESNZ's) approval.
- 3.5 The Rider agrees that the Sponsor shall have exclusive naming rights to add prefix or suffix to their horse(s) (subject to compliance with Annex E), as follows:
- (name of sponsor)*
- 3.6 The rider agrees that he/she is responsible to the sponsor for the following:
- a) (eg. Displaying logo on truck)
  - b)
  - c)
- 3.7 The Rider agrees to make him/herself available, on reasonable notice, for advertisements or

other promotional activities for the Sponsor.

- 3.8 The Rider agrees to comply with ESNZ's Rules and Regulations, the FEI Regulations and at all times to act in a professional and appropriate manner. The Rider agrees not to discredit or to bring into disrepute, either the Sponsor or ESNZ.
- 3.9 The Rider agrees that he/she is responsible for any taxation liabilities which may result from the Payment, and the monies received from ESNZ by the Rider (being the Payment less the Commission).

#### **4 TERMINATION OF AGREEMENT**

- 4.1 Either the Rider or the Sponsor may terminate this Agreement by giving the other party (eight weeks) notice in writing.
- 4.1.1 If the Rider is unable to compete due to illness or injury for a period of (three months), then the Sponsor may terminate this Agreement prior to the expiry of its Term by giving (two weeks) Notice in writing to the Rider.
- 4.2 In addition, the Sponsor may terminate this Agreement immediately and without notice to the Rider if:
- a) in the Sponsor's opinion, the Rider brings the Sponsor or ESNZ into disrepute;  
or
  - b) the Rider is convicted of an offence (whether in New Zealand or elsewhere).
- 4.2.1 Upon the Rider or the Sponsor giving notice of the termination of this Agreement under clauses 4.1, 4.2, or 4.3, the Sponsor or Rider, as the case may be, shall notify ESNZ immediately of such termination.

#### **5 CONFIDENTIALITY**

- 5.1 All parties to this Agreement acknowledge that the terms of this Agreement are to remain strictly private and confidential to each of them for both the Term of this Agreement, and after its termination, except as required by law, or for the purposes of obtaining legal or financial advice.

#### **6 INDEPENDENT ADVICE**

- 6.1 All parties to this Agreement acknowledge that they have each had the opportunity to seek independent legal advice in relation to the terms and implication of this Agreement.

#### **7 DISPUTES**

- 7.1 If there is a dispute between any of the parties regarding the interpretation or application of this Agreement, and if it cannot be resolved between the parties, it shall be referred to a mediator appointed by mutual agreement. If a mediator cannot be agreed, any party may instruct the President of the Australia and New Zealand Sports Law Association Inc to appoint a mediator. In either case the mediator shall determine the procedure for the mediation.
- 7.2 If an agreement cannot be reached at mediation, then the dispute shall be determined by an arbitrator pursuant to the Arbitration Act 1996.

**8 COMPLETE AGREEMENT**

8.1 This Agreement is a complete agreement for all the matters dealt with in it and it supersedes and extinguishes all, or any, prior arrangements or understandings (verbal or written) between the parties.

8.2 This Agreement may only be varied by agreement of all the parties recorded in writing.

**EXECUTION**

SIGNED by the said

\_\_\_\_\_  
**(FULL NAME OF RIDER)**

in the presence of:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Occupation:

\_\_\_\_\_

Address:

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

SIGNED as the duly authorised

\_\_\_\_\_  
**(NAME OF SPONSOR)**

in the presence of:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Occupation:

\_\_\_\_\_

Address:

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

SIGNED as the duly authorised

\_\_\_\_\_  
**EQUESTRIAN SPORTS NEW ZEALAND**

in the presence of:

\_\_\_\_\_

Witness:

\_\_\_\_\_

Occupation:

\_\_\_\_\_

Address:

\_\_\_\_\_  
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