

EVENT SPONSORSHIP AGREEMENT

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EVENT SPONSORSHIP AGREEMENT entered into in the City of _____, Province of _____, Canada.

BETWEEN: V1 _____ (*name of natural person*), _____ (*occupation*), domiciled and residing at _____ (*civic number and street name*), in the City of _____ (*name of city*), Province of _____ (*name of province*), _____ (*postal code*);

OR

V2 _____ (*corporate name*), a legal person duly incorporated pursuant to the _____ *Act (name of statute under which the corporation was incorporated)*, having its principal place of business at _____ (*civic number and street name*), in the City of _____ (*name of city*), Province of _____ (*name of province*), _____ (*postal code*), and duly registered under the designating number _____ (.....) in accordance with the _____ *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)*;

OR

V3 _____ (*corporate name*), a legal person duly incorporated pursuant to the _____ *Act (name of statute under which the corporation was incorporated)*, having its head or registered office at _____ (*civic number and street name*), in the City of _____ (*name of city*), Province of _____ (*name of province*), _____ (*postal code*), and duly registered under the designating number _____ (.....) in accordance with the _____ *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by _____ (*name of representative*), its _____ (*title of representative*), duly authorized for the purposes hereof;

OR

V4 _____ (*corporate name*), a legal person, duly incorporated pursuant to the _____ *Act (name of statute under which the corporation was incorporated)*, having its head or registered office at _____ (*civic number and street name*), in the City of _____ (*name of city*), Province of _____ (*name of province*), _____ (*postal code*), and duly registered under the designating number _____ (.....) in accordance with the _____ *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by _____ (*name of representative*), its _____ (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

OR

PROMOTER	SPONSOR

V5 (*common business name*), [general partnership], **OR** [limited partnership represented by (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed pursuant to the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration] **OR** [as indicated in the resolution of the members of any other group of persons];

HEREINAFTER REFERRED TO AS “PROMOTER”;

AND: (*identify sponsor*);

HEREINAFTER REFERRED TO AS “SPONSOR”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) The PROMOTER is engaged in the business of (*describe industry or sector of promoter’s business*);
- (B) In the course of its activities, the PROMOTER has conceived and organized an event for the benefit of the public, which it names, for identification purposes,

PROMOTER	SPONSOR

- (C) The PROMOTER wishes to ensure part of the financing of such event through a corporate sponsorship;
- (D) According to market studies, the event is an important promotional vehicle to promote the products and services of a business interested in reaching the target clientele;
- (E) The SPONSOR, after reviewing this opportunity, agrees to sponsor this event for the purpose of promoting its image with such clientele;
- (F) The PROMOTER wishes to benefit, on an exclusive basis, of all rights regarding the conception, organization and promotion of this event;
- (G) The PARTIES wish to record the terms of their agreement regarding such purpose in a written document;
- (H) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

V1 (Short Form) NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OR

V2 (Long Form) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED HEREIN, THE PARTIES, INTENDING TO BE LEGALLY BOUND HEREBY, AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

V1 (Sole Agreement) Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement shall have the meaning indicated below:

OR

V2 (Multiple Agreements) Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation shall be interpreted or construed as follows:

0.01.01 Activities

means, regarding the PROMOTOR, *(describe its business activities)* and, regarding the SPONSOR, *(describe its business activities)*;

PROMOTER	SPONSOR

0.01.02 Agreement

V1 (Short Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05;

OR

V2 (Long Form) means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the agreement, shall generally refer to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Best Efforts

means the efforts that a Person desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

0.01.04 Breach

means any misrepresentation, inaccuracy, error, omission, non-compliance, infringement, failure, claim or other circumstance relating to any representation or obligation or other provision of the Agreement leading to:

- (a) any infringement of the Agreement; or
- (b) any claim by any Person or other occurrence or circumstance that (i) is inconsistent with any representation, obligation or other provision of the Agreement and (ii) causes harm to such Person;

0.01.05 Change in Control

means, in relation to any PARTY whose legal status is that of a legal person, any of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such legal person representing more than FIFTY PERCENT (50%) of said legal person’s voting rights or the right to elect or appoint a majority of the directors in said legal person;

PROMOTER	SPONSOR