



2023-24 Sponsor Prospectus



Who we are.

- Dunsborough Bay Yacht Club is a family oriented club that caters for all ages and sail a variety of dinghies, catamarans and keelboats.
- We sail every Saturday and Sunday during summer and once a month during winter. From the experienced to the absolute beginner or just the curious, everyone is welcome in our club.
- Our club is a non for profit community club, run by volunteer local families. We welcome members, families and friends to our club and we strive to offer a friendly, safe and enjoyable atmosphere to try sailing or use our facilities.

Our Social Media Presence

www.dbyc.org.au (~100 weekly visits)

Facebook ([@sailindunsborough](https://www.facebook.com/sailindunsborough))

Instagram (@dbyc_sailing)

A photograph of the Dunsborough Bay Yacht Club clubhouse, a two-story building with a balcony and a red boat on a grassy area in the foreground. The clubhouse has "DBYC" written on its side. A red boat is on a trailer in the foreground. People are visible on the balcony and around the clubhouse.

“A family friendly club with a shared love for sailing and community”

Signage Entitlements (car park facing side)



Signage Entitlements (beach facing)



Summary.



“

....a unique opportunity to become part of an
incredible family-friendly community owned asset
in a world-class location ”

- Toni Soares Carnerio (Commodore)

Email:
Secretary@dbyc.org.au

Address:
307 Geographe Bay Road, Dunsborough WA, 6281

Sponsorship Agreement.

Thank you for making the decision to support the Dunsborough Bay Yacht Club. Please make sure you read and accept our Terms & Conditions, and then complete the details below. We welcome you on board!

Company Name:	
Address:	
Postal Address: (if different from above)	
Phone:	
Authorised Representative:	
Position:	
Email:	

I confirm that I am an authorised representative of the above organisation and agree to the sponsorship of Dunsborough Bay Yacht Club in the year _____ [INSERT].

- ☐ Platinum Sponsorship - \$7,500 Inc GST
- ☐ Gold Sponsorship - \$5,000 Inc GST
- ☐ Silver Sponsorship - \$3,000 Inc GST
- ☐ Bronze Sponsorship - \$2,000 Inc GST
- ☐ Race Series - \$1,500 Inc GST
- ☐ Balcony Signage - \$500 Inc GST

SIGNED: _____ DATE: _____

Intent of Agreement

The Parties agree:

The Sponsor is providing a sponsorship fee to DBYC in exchange for DBYC's fulfilment of the Sponsor's conditions of sponsorship funding.

1. DEFINITIONS AND INTERPRETATION

"Agreement" means this agreement, including all annexures, the Sponsorship Package and other special terms and conditions mutually agreed in writing by the Parties.

"Commencement Date" means from the date of execution of the Sponsorship Package.

"Confidential Information" means all information disclosed whether orally, in writing or by any other means, (including without limitation obtained as a result of any demonstration or being allowed access to any premises where the disclosing Party may carry on business) which has value by virtue of not being publicly or generally known.

"Force Majeure" mean in relation to either Party, any circumstances beyond the reasonable control of that Party, including without limitation, acts of God, governmental actions, war or national emergency, riot or civil commotion, fire, explosion, epidemic or similar, strikes, or other forms of industrial action (other than those relating to either Party's workforce). "Sponsorship Fee" means the total payment to be made by the Sponsor to the DBYC in accordance with the fee set out and agreed to in the Sponsorship Package Offer or negotiated agreement. "Sponsorship Package Offer" means the Sponsorship Package Offer as presented by the Port Hedland Yacht Club.

"Sponsorship Package" means the agreed Sponsorship Package details and inclusions, as agreed upon in writing by the Dunsborough Bay Yacht Club, as annexed to this Agreement.

"Term" means for the period of 12 months from the Commencement Date of the Sponsorship Package, or any other such period of time that may be mutually agreed in writing by the Parties.

2. SPONSORSHIP FEE

2.1. The Sponsor will pay the DBYC the Sponsorship Fee. The DBYC will issue a tax invoice for the Sponsorship Fee to the Sponsor within 10 business days of the signing of the Sponsorship Package Offer. The Sponsor must pay the Sponsorship Fee within 14 days of the date of the invoice from the DBYC.

2.2. If any sum payable to the DBYC by the Sponsor is not paid by the Due Date, then without prejudice to any other rights and remedies it may have, the DBYC may suspend performance of its obligations under this Agreement.

3. SPONSORSHIP BENEFITS AND OBLIGATIONS

3.1. In consideration of the payment of the Sponsorship Fee by the Sponsor, the DBYC grants the Sponsor the non-exclusive sponsorship rights contained within the Sponsorship Package.

3.2. The Sponsor will act at all times in a professional manner which is consistent with the good name, goodwill and reputation of the DBYC.

3.3. The DBYC is responsible for administration of the sponsorship Package and coordinating all details in relation to the inclusions of the agreed Sponsorship Package inclusions.

3.4. In the case of sponsorship of a specific event only, the DBYC may cancel or postpone any such event at its discretion or in the case of Force Majeure with which case the DBYC and the Sponsor will, using their best endeavours, develop an event of the same or similar value that is suitable to both Parties to replace the cancelled event without any refund being payable to the Sponsor.

3.5. Nothing in this agreement creates any relationship of employment, agency or partnership. This agreement contains the entire agreement and may only be varied in writing. A waiver of an obligation by a Party is not a waiver of any other obligation.

3.6. The rights of either Party under this agreement shall not be transferable or assignable either in whole or in part.

3.7. Free function hire refers to waiving of the room hire fee only for the upstairs function room for the agreed number of occasions as represented in the sponsorship agreement.

3.8. Discounted memberships for Sponsor's employees refers to direct employees of the Sponsor only, and the employee's immediate family, in relation to a single or family membership.

(a) Employees of the Sponsor are to provide a copy of a letter of employment to secure their discounted membership; or

(b) Sponsors may provide an authorization list of employees names and addresses who are eligible for the discounted membership to the DBYC;

(c) The discounted membership offer is valid only for the current year of sponsorship. Any further renewals of any membership will be at the full relevant membership level price as stated by the DBYC on any given year.

4. CONFIDENTIALITY

4.1. The Sponsor must keep confidential and not use for any other purpose other than the performance of this agreement and must not disclose information provided by the DBYC to the Sponsor which is identified as, by its nature is or would be reasonably considered as confidential.

4.2. The terms and conditions of this Agreement shall not be disclosed to any third parties without first obtaining mutual written consent of both Parties.



5. USE OF LOGO AND INTELLECTUAL PROPERTY RIGHTS

- 5.1. The Sponsor will provide to the DBYC a copy of its logo or trademark in the form required by the DBYC for the purposes of this Agreement. The DBYC will only use any logo or trademark provided by the Sponsor for the purposes specified in this Agreement.
- 5.2. The Sponsor warrants that it has full power and authority to provide its logo or trademark as provided to the DBYC under this Agreement.
- 5.3. The Sponsor agrees to indemnify and keep indemnified the DBYC against any claims, actions, liabilities, losses, demands, suits, proceedings, damages, expenses or costs arising out of or in respect of the proper use by DBYC of the Sponsor’s logo or trademark under this Agreement, including but not limited to any claims in respect of any infringement of any third party intellectual property rights.
- 5.4. Nothing in this Agreement constitutes a grant or creates to or in favour of a Party any goodwill or proprietary right in or relation to the other Party or any of the other Party’s intellectual property, including but not limited to the other Party’s logo or trademarks.
- 5.5. Each Party agrees not to take any action which may foreseeably damage the reputation validity or value of the other Party’s name, corporate logo or other identifying mark in connection with performance of this agreement.

6. DISPUTE RESOLUTION

- 6.1. In the event of a dispute arising that the Parties themselves cannot resolve within a 3 month period, the Parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.
- 6.2. If the Parties cannot agree on an arbitrator, or both Parties do not agree with the decision of the arbitrator appointed, the agreement may be terminated in the following manner:
 - (a) If the breach is one that can be rectified, then the non-breaching Party can request in writing that the breach be rectified within 14 days. If the said breach is not rectified within that time, the non-breaching Party may terminate the Agreement immediately by written notice.
 - (b) If the breach is one that cannot be rectified, the non-breaching Party may terminate the Agreement by giving the breaching party 14 days written notice.
 - (c) If either Party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other Party may terminate the Agreement by giving 14 days written notice of their intention to terminate under this clause.
 - (d) In the event of a termination under this Agreement, each Party’s rights and liabilities will cease immediately but the termination shall not affect a Party’s rights arising out of a breach of this Agreement by the other Party.
- 6.3. Where one Party is unable to carry out its obligations under this Agreement due to circumstances beyond its control or which it could not have prevented, these obligations are suspended whilst those circumstances continue, provided the other Party is notified and the first Party uses its best endeavours to overcome the circumstances preventing its obligations from being carried out.

7. TERMINATION AND CANCELLATION

- 7.1. The DBYC may terminate this Agreement immediately on written notice to the Sponsor, if the Sponsor fails to pay any amount, not limited to the Sponsorship Fee, due and payable to the DBYC in accordance with terms of this Agreement.
- 7.2. Either Party may terminate this Agreement if:
 - (a) The other Party commits a breach of any provision of this Agreement and such breach is not rectified within 7 days after receipt of written notice from the first Party requiring the breach to be remedied;
 - (b) One Party commits any act or behaves in any manner, which in the reasonable opinion of the other Party, brings the first Party into disrepute; or
 - (c) One Party becomes or threatens to become, or in the reasonable opinion of the other Party is in jeopardy of becoming, subject to any form of insolvency administration.
 - (d) If the other Party becomes insolvent, or takes or suffers any similar or analogous action in any other jurisdiction;
- 7.3. The sponsor will not be entitled to any refund of the Sponsorship Fee if the Sponsor terminates this Agreement other than in accordance with clause 6.2.
- 7.4. The following obligations and provision shall survive the expiry or termination of this Agreement for any reason: Clause 4 Confidentiality, Clause 7 Termination and Cancellation.

Executed by: _____	Executed by: _____
Signature: _____	Signature: _____
On behalf of the Sponsor	On behalf of the Dunsborough Bay Yacht Club
DATE: _____	