



FESTIVAL PARTICIPATION AGREEMENT

PICK N PAY KNYSNA OYSTER FESTIVAL 2018

The following is an agreement between

.....(name)

Event Manager for the

.....(Event)

to be held onJune/July 2018
during the 2018 Pick n Pay Knysna Oyster Festival

and

Knysna Tourism

Definitions

In this agreement and unless the content clearly indicates a contrary intention:

1. EVENT MANAGER means the person appointed by the company or organisation responsible for the coordination of the above-mentioned event which forms part of the official 2018 Pick n Pay Knysna Oyster Festival programme;
2. THE EVENT means the event being coordinated by the EVENT MANAGER;
3. KNYSNA TOURISM means Knysna Tourism (registration no 2000/15490/08) a company incorporated in terms of Section 21 Company's Act;
4. The NAMING RIGHTS SPONSOR means PICK n PAY;
5. The FESTIVAL means the annual Knysna Oyster Festival;
6. OFFICIAL FESTIVAL SPONSOR means companies that the Festival reached an agreement with to become an official sponsor;
7. FESTIVAL COMMITTEE means the committee appointed by Knysna Tourism to coordinate the Festival.

A Agreement

This agreement contains the terms and conditions of the agreement reached between Knysna Tourism and the Event Manager in respect of the coordination of the Event.

Any changes to any of the matters agreed upon will only be effective if in writing and signed on behalf of both parties.

B Duration of Agreement

This agreement shall endure from the date of signature until 31 August 2018.

C The parties agree that

The Event will be recognized as an official event on the 2018 Pick n Pay Knysna Oyster Festival Programme, and

1. That the Festival logo can be used on all relevant material;
2. That the Event will be included on the official Festival Events Calendar;
3. That the Event will be included in official Festival promotions material and public relations;
4. That the Event will receive support from the Festival Committee in terms of prizes and certificates, where possible. The scope and quantity of these prizes are solely at the discretion of the Festival.
5. That the Event will directly benefit at least one small business, PD school, local charitable or community organization.

D Event Manager's Obligations

The Event Manager undertakes to do the following:

1. To co-ordinate the Event in such a manner that the minimum standards required by the Naming Rights Sponsor and the Festival are maintained;
2. Ensure that the best interests of the Naming Rights sponsor, the Festival and all other official sponsors are respected at all times, making sure not to negotiate sponsorship support from companies that compete with the brands of the Naming Rights Sponsor or any other official festival sponsor without the prior written consent of the Festival;

3. Not to place nor permit to be placed any advertising signage that has not been approved by the Festival and that is not included in the Official Festival brand plan as approved by the local authority;
4. Ensure that the event will be run in compliance with all national event and safety legislation;
5. Ensure that the event complies with all rules / regulations and/or directives of the local authority;
6. Submit regular reports to the Festival Manager regarding the status of the Event;
7. Provide the Festival Manager with 8 complimentary tickets to the Event for the Naming Rights Sponsor and 8 complimentary tickets for the Media at a table/s deemed to be suitable by Knysna Tourism. This will include sufficient parking tickets where applicable.
8. Assist Knysna Tourism to promote the Event to the media by providing relevant information on request and agreeing to media interviews and photographic sessions if requested.
9. Ensure that all printed material such as tickets, posters, menus, leaflets, advertisements, programmes or flyers include the official Oyster Festival Logo in its correct form and that these items and any other written material such as media releases **are approved in advance by the Festival prior to printing.**

E Knysna Tourism's Obligations

Knysna Tourism will:

1. promote the Event as part of the general marketing campaign for the 2013 Pick n Pay Knysna Oyster Festival, which will be coordinated by Knysna Tourism, and will include:
 - 1.1 A comprehensive marketing campaign to promote the Oyster Festival nationally;

- 1.2 Design, artwork and erection of pennants in Main Street and Waterfront Drive, two billboards each side of town on the N2;
 - 1.3 the production and distribution of flyers, official programmes and posters;
 - 1.4 Maintenance of the Festival website www.oysterfestival.co.za
 - 1.5 Assistance to find sponsorship, where possible.
2. Facilitate meetings, coordinate Event Managers and offer advice and guidance to the Event Manager with regard to all aspects relating to the coordination of the Event and offer general support from the Festival Joint Operations Committee;

F Liability

- 1. It is understood that
(*Company or organization*) does not or will not hold Knysna Tourism or any official sponsor of the Festival in any way responsible for the costs incurred by the staging of this Event.
- 2. The Event Manager herewith indemnifies Knysna Tourism, their employees and the official Festival sponsors from any claim or claims of whatsoever nature or kind arising from any the activities related to the Event being coordinated by the Event Manager.

G Breach

Should (*company or association*) fail to comply with any of the obligations in terms of this agreement, Knysna Tourism shall have the right at any time, without prejudice to any other power which it may have by law or by virtue of this agreement, to cancel this agreement.

SIGNED at _____ on _____

EVENT MANAGER

(For and on behalf of)

_____ Print name: _____

Duly authorized

As witness

_____ Print name: _____

SIGNED at _____ on _____

KNYSNA TOURISM

_____ Print name: _____

Duly authorized

As witness

_____ Print name: _____