



GIVE BACK TO TEENS

Project and Fundraising Campaign

SPONSORSHIP AGREEMENT

This Agreement made this _____ day of _____, 2018, by and between _____, (hereafter known as “Sponsor”), whose principle office is located at _____ and **Kazand Investments Pty Ltd t/as Live Love by Design, Karen Chaston, CEO (hereafter known as “Fundraiser”), whose principle office is located at Balgowlah NSW 2093 Australia.**

WHEREAS

This Agreement outlines the sponsorship relationship between Sponsor and Fundraiser. Sponsor agrees to provide Fundraiser the committed amount of funds (“Sums”) and Fundraiser agrees to provide Sponsor with the list of benefits agreed upon (“Benefits”).

The Sponsorship Sums and list of Benefits the Sponsor receives are as outlined and evidenced on the attached [“Exhibit A – Sponsorship Terms”](#)

It is further understood and agreed that the conditions and agreements contained herein are binding on, and may be legally enforced by, the parties hereto, their heirs, executors, administrators, successors and assigns.

THEREFORE, the parties agree:

Neither Fundraiser nor Sponsor shall be liable for the failure to perform their obligations under this Agreement if such failure is due to acts beyond their control including, without limitation, acts of God, acts of the public enemy, acts of government, civil disobedience, lock out freight embargoes or any other cause condition beyond the Fundraiser or Sponsor’s control.



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All parties agree not to disclose to any other party any proprietary information acquired about the other. All parties further agree not to disclose, without prior written consent of Fundraiser and/or Sponsor, any information obtained about either party, the financial arrangement between the parties (except in general terms), or the details of any negotiations to reach such terms of agreement by the parties.

If, in the event of any dispute or controversy arising out of this Agreement, its performance or breach, and the parties to it are unable to settle the dispute themselves, such dispute shall be governed by the laws of New South Wales, Australia and you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

Arbitration shall be initiated by written notice by either party and shall be settled in accordance with the regulatory regime which applies to the Participant in the Corporations Act.

TAXES

(a) If GST applies to any goods or services supplied by Kazand Investments Pty Ltd t/as Live Love By Design under these Terms, Kazand Investments Pty Ltd t/as Live Love By Design may in addition to any amount or consideration payable pursuant to these Terms or any transaction, recover from you an amount on account of GST, and that amount is to be calculated by multiplying the relevant amount or consideration payable for the relevant supply, by the prevailing GST rate.

(b) If you advise Kazand Investments Pty Ltd t/as Live Love By Design that the 'recipient' of its services is a non-resident for Australian tax purposes and is not in Australia when the services are performed, Kazand Investments Pty Ltd t/as Live Love By Design will not charge GST in addition to the sponsorship payable amount. You warrant that this is correct and in the event of a breach of that warranty, Kazand Investments Pty Ltd t/as Live Love By Design will be entitled to recover from you upon demand an additional amount on account of GST, plus any interest and penalties that might be imposed by the Australian Taxation Office.



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As written, this Agreement constitutes the entire agreement between Sponsor and Fundraiser.

Agreed and accepted this _____ day of _____, 20____, by the undersigned:

SPONSOR

FUNDRAISER

SPONSOR PRINTED NAME

**Kazand Investments Pty Ltd t/as Live Love
by Design**

Signature

Signature

Printed Name / Title

Karen Chaston, Founder & CEO

Printed Name / Title

Phone Number

61 4 38 332 271

Phone Number

Email Address

Karen@karenchaston.com.au

Email Address
