

## Event Management AGREEMENT



ROZevents Limited

### Event Manager and Organiser

ROZevents Limited, a wholly owned subsidiary of ROZops Ltd a duly incorporated charity having its registered office at Auckland, NEW ZEALAND

(“ROZevents”)

*[write in name of Event Organiser above– Club or companies are preferred. Trusts will need Trust Deed that permits trading]*  
the “Event Organiser”)

### Guidance on Use of this template agreement form

- Rotary Oceania (the trading name for ROZops Limited) holds a master policy for event insurance for Rotary in Oceania. This enables Rotary Oceania to issue event insurance cover certificates for standard events and organise extensions for events that have special risks.
- Special risks include risk to property owners (such as Home Tours), integrating insurance and risk management with contractors (such as Stallholders) or risks where there are obligations to other parties as a result of requirements such as traffic management.
- The Event Insurance policy is issued to ROZevents Limited, a wholly owned subsidiary of ROZops Limited as an Event Planner.
- You are encouraged to use this form as preliminary checklist as it will assist you working with your District Insurance Liaison Officer (**DILO**) to work out whether Event Insurance is required.
- Some quick guides:
  - Standard fund raisers such as hospitality events or BBQs etc outside retail premises are usually fully covered by the general liability policy – that is a separate type of policy from event cover and is a national policy.
  - Standard event insurance works by being advised by ROZevents.
  - ROZevents provides that advice through this agreement.
  - Usually ROZevents delegates management and control of the event to the organising Club, District or other Rotary entity
  - ROZevents can help with events that require national marketing, ticketing processes through an agreed schedule of “Event Project Management Services” If the event organiser wants that assistance, this agreement is used to record those services and who pays for what.
  - Events that have special risks, such as events that require traffic management, crowd management, use of private property or use of motor vehicles or plant and equipment are never covered by ‘general’ liability or standard event insurance. Your DILO is there to help you through with risk management and insurance.

Event Details		
Event Name		
Event Description		
Event Type <i>[choose type from list in Appendix 1 – write in type or if NEW note as NEW]</i>		
Term of agreement:	For the term set out below the key dates for the Event:	
Note:if there is a project plan or TASK list in Flectra please attach	Task	Date dd/mm/yyyy
		Time Note insurance covers commences at pm
	Start	16:00:00
	Open to Public	00:00:00
	Close to Public	00:00:00
	Packdown	00:00:00
	End of Event	00:00:00
Event location		
Event IP releases	Images and logo's of Event Organiser to add to social media sites (such as Facebook), other websites associated with Event Organiser in accordance with Event Organiser's Guidelines	
ROZevent fee (includes insurance)		
ROZevents Deliverables	<ol style="list-style-type: none"> <li>generally as set out in the next section titled “<b>Event Project Management Services</b>”</li> <li>specifically: <ul style="list-style-type: none"> <li>the services allocated to ROZevents on any project plan</li> <li>the services agreed in Co-Chaired Event Project Control Group Meetings as documented in the minutes</li> </ul> </li> </ol>	
ROZevents and Event Organiser Commitments on Promotion of Event Organiser	<ol style="list-style-type: none"> <li><b>Mutual Acknowledgement of Event Organiser</b> – Each party is to: <ul style="list-style-type: none"> <li>Credit the other by acknowledging the Event Organiser in all press releases and communications (including posters).</li> <li>Supply representative artwork to the other and license such artwork to the</li> </ul> </li> </ol>	

## Event Details

other to use during the term of this agreement.

- On termination each party may remove the reference to the other and each may in addition require the other to remove its logo or photographic representations from all material that can be amended such as on websites. Any items that are of a permanent nature or subject to run out (such as merchandise) shall be agreed by the Co-Chaired Event Project Control Group as a post-termination activities agreement.

### 2 Event Organiser's Role

At each event ROZevents shall ensure that Event Organiser is the lead for the event and if the event has co-organisers in the order and manner set out in the Project schedule.

### 3 IP Rights

Images or other artistic works featuring the Event shall be vested in ROZevents and the Event Organiser solely for the purpose of promoting the event both before and after the event. Event Organiser's images that do not feature the event which may be provided to ROZevents for use to promote Event Organiser may only be used for that purpose and shall be used in accordance with the restrictions on use as provided for by Event Organiser and always remain vested in Event Organiser or the owner of the work.

### 4 Home and Garden Shows

Home and Garden shows will require submission of the agreement or advice form proposed to be used by the Event Organiser to use or occupy the property. The Event Organiser may satisfy this requirement by confirming that it has adopted the template Advice to Owners" as provided by ROZevents and ensured that document has been provided to each owner.

- 5 **Food Services** – any food service must be declared if it is part of the Event. Generally Food services delivered via a stallholder should be covered by that stallholders insurance. Any food sold at the Event is not covered by this agreement. If the Event Organiser permits it's volunteers to contribute by selling home prepared goods that sale must be clearly made by the volunteers and must not be advertised or promoted by the Event Organiser as part of the Event. In all other cases the Event Organiser must declare the proposed goods and confirm that the goods to be sold and the method of production and packaging comply with the [New Zealand Food Safety Act](#). Furthermore the Event Organiser is responsible for obtaining any required permits. The Food Safety Act includes rules on cleanliness to labelling and is directed to making sure that any food supplied is safe and suitable for consumption. Your Health and Safety and Crisis Management plans should cover the risk that, accidents can happen, especially at a market

- 6 **Stallholders** – any stallholder must be subcontracted on a Stallholder Agreement. If the agreement form proposed to be used by the Event Organiser is a form provided by ROZevents the Event Organiser may proceed to contract the Stallholder once a Stallholder insurance declaration or extension of the Event Cover policy to cover Stallholders is confirmed by endorsement on the Event Cover policy. Failure to observe this requirement will void the Event Organisers insurance.

- 7 **Trade Stands** – trade exhibitors must be subcontracted on an Exhibitor Agreement. If the agreement form proposed to be used by the Event Organiser is a form provided by ROZevents the Event Organiser may proceed to contract the Trade Exhibitor once an insurance declaration or extension of

## Event Details

the Event Cover policy to cover Trade Exhibitors is confirmed by endorsement on the Event Cover policy. Failure to observe this requirement will void the Event Organisers insurance.

- 8 **Golf – Hole-In\_one** – Hole-in-One or similar prize covers may be available on application but otherwise is not covered by any of the Insurance policies.
- 9 **Live Music Events**  
Live music events have special risks. Cover is excluded but may be available as an extension to the Event Cover on application
- 10 **Trading Trusts**  
Trading trusts generally do not have any protection at law by way of limiting liability to the capital of the trust and accordingly the risk to individuals as Trustees can only be covered by specific Trustees Liability Insurance. Application for Event Cover for a trading trust must be made as a separate proposal.
- 11 **Fun Runs and Challenges**  
Fun Runs and challenges will require submission of the agreement to be used by the Event Organiser to use or occupy public spaces.. The Event Organiser may satisfy this requirement by confirming that the Event Organiser has adopted the template “Advice to Public Authorities” as provided by ROZevents and ensured that document has been provided to any public authority involved. Particular attention is required if traffic management is involved.
- 12 **Car Rallies or Events Involving Plant or Machinery**  
Again these events involve special risks. Cover is excluded but may be available as an extension to the Event Cover on application

## Event Project Management Services

ROZevents Management Services

**Project planning** – ROZevents will review any project plan for the Event Organiser. If the Event has a formal project plan all delivery of the plan will be the business of the Co-Chaired Event PCG (Project Management Group) and ROZevents services shall be costed and scheduled as part of this agreement.

**Project financials** – As the Insured under the Event Insurance ROZevents is required oversee the budgeting, transactions and accounting with the Event Organiser. If the ticketing is to be managed by ROZevents all accounting shall be done by ROZevents. If the Event Organiser is carry out all the financial transactions then the accounting shall be via the ROZops ProjectOne system or such other system as agreed with ROZevents.

**Marketing Delivery** – In conjunction with Event Organiser’s marketing team, ROZevents will market the opportunity to all Rotary Entities:

- through direct contact wherever possible through its Project One server
- through the Rotary Zone and District Websites on Project One
- at key Rotary events hosted within the ProjectOne server.

**ROZops Supporter Participation at events** – ROZevents will coordinate with its National supporters to ensure the National supporter are informed of relevant events as an opportunity to be represented if

Event Project Management Services	
	<p>desired.</p> <p><b>Promotion and Advertising</b> – For all entities that opt-in, to use the Project One server ROZevents will ensure Event Organiser is promoted on all participating websites and social media channels in use (eg Facebook) as agreed with the Event Organiser's Marketing team and costed and provided for in a project plan.</p> <p><b>Project contracting</b> – ROZevents may engage and contract for the Event Organiser. If ROZevents acts as the contracting party all contracts are to be provided to the Co-Chaired Event PCG with a checklist for common issues especially indemnities or cancellation and refunds policies on cancellation. Risk management for perils such as natural disasters, fire, flood for facilities should result in full refunds and the facility owner should have cover for Business Interruption to ensure repayment.</p> <p><b>Project compliance</b> – ROZevents will provide review services to the Event Organiser on the event Health Safety and Risk Management Plan and how that integrates with the District RI template based Crisis Management Plan.</p> <p><b>Event Staging</b> – ROZevents is <b>not</b> a staging company but may provide advice on issues of engagement of technical consultants for services such as video streaming, production of live shows.</p> <p><b>Event Deferrals/Cancellations</b> – ROZevents services are for the Event as planned in the Project Plan.</p> <p>If the event has to be postponed or re-scheduled, for any reason, the Co-Chaired Event PCG will, as part of consideration of the postponement, set out the basis for ROZevents to continue to provide services.</p>
Risk Management	<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>• <b>Event Insurance</b> – ROZevents, through it's Events Insurance Policy, will ensure that the Event Organisers are named parties under the policy and will assist the Event Organiser to satisfy the requirements in the next paragraph on the other required liability covers</li> <li>• <b>Other required liability covers</b> - The Event Organiser will ensure that as a contracting entity it is:             <ol style="list-style-type: none"> <li>1. an insured party under the ROZops Multinational General or Public Liability Policy <b>AND</b> for broad form liability covers:</li> <li>2. and as incorporated entity                 <ul style="list-style-type: none"> <li>◦ <b>if a Club</b>, then as an insured under an Associations Policy <b>OR</b></li> <li>◦ <b>if a Company</b> then under a broad form District and Officers Policy.</li> </ul> </li> </ol> </li> </ul> <p><b>Trading Trusts as the Event Organiser</b> - as noted above, trading trusts generally do not have any protection at law by way of limiting liability to the capital of the trust and accordingly the risk to individuals as Trustees can only be covered by specific Trustees Liability Insurance. Accordingly any trading trust that wishes to be the Event Organiser will need to submit with this agreement a Trust Deed and a certificate of currency for a Trustees Liability policy that is has been reviewed and approved by ROZevents.</p>

Event Project Management Services			
	<p><b>Contract Risk</b> – as ROZevents will act as the contracting party for the Event Organiser ROZevents will, as part of its professional services:</p> <ul style="list-style-type: none"> <li>ensure that all contracts of supply of facilities, catering and other professional services required under the Event Project plan are risk managed to the best outcome possible for the event and/or</li> <li>ensure that all contracts for sponsors and supporters are similarly managed.</li> </ul> <p>Contract risk will be covered as a standing item by ROZevents to the Co-Chaired Event Project Steering Group.</p> <p>Any decision of the Co-Chaired Event Project Steering Group on any contract issues shall be binding on both parties.</p>		
Electronic Card Transactions	ROZevents will offer its range of card and bank to bank payments for tickets solutions to meet the requirements of each event and will remunerated separately for card transaction and bank to bank payments for tickets costs as a project disbursement.		
Other Financial Services	<p>ROZevents may market and offer additional financial services to the Rotary Event Organiser including.</p> <ul style="list-style-type: none"> <li>creation of charitable donation 'Products' so that guests can donate on-line for a specific charitable programme during registration for the event</li> <li>providing a link to the Soar Print website for the purchase of the history book, Mana Tangata – People of Action</li> </ul> <p>Any remuneration, if any, for such services in outside this contract and if supplied without any agreement will be provided at no cost.</p>		
Working Capital	<p>The Event Organiser will provide working capital to pay any required setup costs in advance of revenue received from ticket purchases.</p> <p>These services are provided on a limited recourse basis. On completion of the event if the event programme is in profit the amount paid for the services shall refunded in part or in whole to each of the Event Organisers in accordance with their relative contributions.</p> <p>For any services provided in support of activities deemed to be in line with the RI Eligible Expenses framework, if there is any question in relation to these services under any RI District or other Budget, then the invoice may be reversed and the amount treated as a limited recourse loan to ROZevents.</p>		
Event Organiser's contracting forms	<b>Form</b>	<b>ROZevent template Tick if used</b>	<b>Other [name &amp; attach]</b>
	Home Owner Tour	<input type="checkbox"/>	
	Commerical Premises Tour	<input type="checkbox"/>	
	Vehicle Rally	<input type="checkbox"/>	
	Stallholder	<input type="checkbox"/>	
	Trade Exhibitor	<input type="checkbox"/>	
	Musician	<input type="checkbox"/>	
	Other		
Dispute Resolution	<p>Dispute resolution outside the Event PCG shall be by reference to mediation by any party with a mediator from the ROZops mediator panel. Mediators are Past District Governors and are from time-to-time appointed by the ROZops Board to that position. The Chair of the Mediator Group shall be appoint by those Past District Governors on the list and shall select the mediator on any reference by any party to this contract. The</p>		

**Event Project Management Services**

costs and procedures of the mediator shall be determined by the List of mediators or in the absence of any costs and procedures agreement, then in accordance with the rules of the Resolution Institute or a similar organisation in New Zealand.

If mediation fails the parties may refer any dispute to arbitration.

All disputes must be conducted in a manner ensure the good reputation of Rotary and its Rotarians remains a key to both resolution and preservation of public image.

Sign-off			
	Signature	Title	Date
For ROZevents		Chair	
For Event Organiser		[write in title above]	
For Event Organiser [enter if joint venture partners]		[write in title above]	



## Terms and Conditions

### 1 Confidentiality

Each party shall maintain as confidential at all times and shall not at any time, directly or indirectly:

- a Disclose or permit to be disclosed to any person; or
- a Use for itself; or
- b Use to the detriment of the party that discloses *Confidential Information* to the other, any *Confidential Information* (including correspondence, documents and representations relating to trading performance, site development and future plans) except:
  - i As required by law;
  - i As is already or becomes public knowledge otherwise than as a result of a breach by the *Recipient* of this agreement; or
  - ii As authorised in writing by the party that discloses *Confidential Information* to the other.

### 2 Good faith and non-circumvention

The *Parties* agree and acknowledge that the performance of this agreement and the provision of all *Confidential Information* to each other shall be in accordance with the principle of good faith.

Neither party will, directly or indirectly, do anything which will or might lead to the defeating the provisions or intent of this agreement.

### 3 Intellectual property rights

All intellectual and industrial rights (IP Rights) derived in any artistic work created solely for the

Event, whether arising prior to or in the course of this agreement, shall be jointly owned by the parties which each having unlimited several rights of use worldwide, in perpetuity and with the rights to create derivative works.

### 4 Return of materials

Any IP Rights materials that are designated by the parties during this agreement for limited or restricted use, which designation is to be made and agreed prior to use and are to be returned on expiration of this Agreement.

### 5 Dispute Issues Must Be Discussed

Any issues in dispute arising where the parties cannot themselves resolve by first meeting and discussing in good faith, may then, after mediation, be subject to the normal rights at law including seeking injunctive relief.

### 6 Survival of agreement

Any IP *Release rights* shall survive the termination of this agreement.

### 7 Governing Law and Jurisdiction

This agreement is governed by the law of New Zealand and is subject to the exclusive jurisdiction of the Courts of New Zealand.

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Agricultural Show	
Air Show (Ground based)	
Air Show (With aerial displays)	
Amateur Dramatics	
American Football (Amateur)	
American Football (Professional/Collegiate)	
Anniversary Party	
Antiques Fair	
Arts & Crafts Fair	
Arts Festival	
Athletics	
Auction	
Awards Presentation	
BBQ	
Badminton	
Bag Packing for Charity	
Ball	
Band performing at an event	
Banquet	
Bar Mitzvah	
Barbeque	
Baseball (Amateur)	
Baseball (Professional)	
Basketball	
Bat Mitzvah	
Bazaar	
Beach Party	
Beach Volleyball	
Beer Festival	
Bike Ride	
Bike or Scooter Fair (Static)	
Billiards	
Bingo	
Birthday Party	
Board Games Event	
Boat Party	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Boat Show	
Boating (Inland Waters)	
Bonfire (no fireworks)	
Book Fair	
Book Festival	
Book Signing	
Boot Fair	
Bowling	
Boxing	
Brass Band Event	
Bridge Competition	
Cabaret	
Camping	
Car Boot Sale	
Car Club Rally	
Car Festival	
Car Show (Static)	
Car Wash	
Carnival	
Carnival Float participating in a carnival	
Carol Singing	
Casino Night	
Ceilidh	
Charity Collection	
Charity Fun Day	
Charity Gala Evening	
Charity Open Day	
Christmas Fair	
Christmas Light Switch on	
Christmas Light/Tree Display	
Christmas Market	
Civil Ceremony	
Classical Concert	
Clay Pigeon Shooting Competition	
Colour Festival (including paint throwing)	
Colour Run (including paint throwing)	
Comedy Show	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Community Fun Day	
Computer Gaming Event	
Concert (with local/amateur acts)	
Conference	
Conference & Exhibition	
Conference & Exhibition (Open to the Public)	
Conference (Open to the Public)	
Consumer Show	
Consumer Show (Open to the Public)	
Convention	
Convention (Open to the Public)	
Cooking Demonstration	
Corporate Hospitality	
Country Fair	
County Show	
Craft Show	
Cricket (Amateur)	
Cricket (Professional)	
Cross Country Run	
Cultural Festival	
Cycling	
DJ performing at an event	
Dance	
Dance Group performing at an event	
Dance Party/Rave	
Dance Workshop	
Dance/Electronic Music Festival	
Darts	
Debate (Non-party Political)	
Dinner	
Disco	
Dodgeball	
Domestic Animal Show	
Driving Experience Day	
Duathlon (off road/on closed roads/in pool)	
Duathlon (on open roads/open water)	
Eistedford	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Exhibition	
Exhibition (Open to the Public)	
Exhibitor (Not Professional Caterers)	
Falconry Display	
Family Festival	
Family Show	
Fanzone	
Fashion Show	
Fete	
Field Hockey	
Film Festival	
Film Screening	
Fireworks Event (released by 3rd party professional fireworks company)	
Fireworks Event (released by the insured)	
Fishing Competition	
Flea Market	
Flower Show	
Food & Drink Festival	
Football (Amateur)	
Football (Professional)	
Freshers Fair	
Fun Day	
Fun Fair	
Fun Run	
Fun Walk	
Game Fair	
Garage Sale	
Garden Open Day	
Garden Party	
Ghost Hunt	
Golf (Amateur)	
Golf (Professional)	
Haunted House	
Health & Wellbeing Festival	
Highland Games	
Historic Walk	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Historical Re-enactment	
Horse Racing (Non Professional Racecourse)	
Horse Racing (Professional Racecourse)	
Horse Show (Not Trials or Point to Point)	
Horse Trials	
Horticultural Show	
House and Garden Tour	
Ice Hockey	
Ice Skating	
Incentive Travel	
Jamboree	
Jumble Sale	
Karaoke	
Lacrosse (Amateur)	
Lacrosse (Professional)	
Lantern Procession	
Launch Party	
Leaflet Distribution	
Lecture	
Lecture (Open to the Public)	
Literary Festival	
Literary or Poetry Event	
Live Music Show	
Lunch	
Magic Show	
Marathon (Mixed Terrain)	
Marathon (Off Road)	
Marathon (On Road)	
Marching Band	
Market	
Medieval Fair	
Meeting	
Meeting (Open to the Public)	
Mixed Martial Arts Event (Amateur)	
Mixed Martial Arts Event (Professional)	
Monster Truck Show	
Motor Racing (Circuit)	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Motor Racing (Offroad/Rally)	
Motorcycle Display (Static)	
Mountain Biking	
Mud Run	
Murder Mystery Event	
Music Festival (with local/amateur acts)	
Musical Recital	
Netball	
Networking Event	
Obstacle Race	
Oktoberfest Event	
Open Air Cinema	
Orienteering	
Other	
Outdoor Cinema	
Pantomime	
Party	
Pet Show	
Photo Shoot	
Ploughing Match	
Poker	
Polo	
Pool	
Pop Up Sports Bar	
Pride Festival	
Processions / Parades (non Political or Religious)	
Product Launch	
Quiz	
Re-enactment	
Regatta	
Religious Festival	
Rock & Pop Concert (with professional acts)	
Rock & Pop Music Festival (with professional acts)	
Rockaoke	
Rodeo	
Roller Derby	
Rugby (Amateur)	

<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Rugby (Professional)	
Rugby 7s Event	
Running	
Sailing	
Santas Grotto	
School Reunion	
Scout Gang Show	
Seminar	
Seminar (Open to the Public)	
Show Jumping	
Silent Disco	
Singer performing at an event	
Singing Competition	
Skiing	
Snooker	
Soccer (Amateur)	
Soccer (Professional)	
Sound & Light Show	
Speed Dating	
Sports Day	
Sports Festival	
Squash	
St Patricks Day Celebration	
Stallholder (Not Professional Caterers)	
Steam Rally	
Street Festival	
Street Market	
Street Party	
Summer Camp	
Swimming (Open water)	
Swimming (Pool)	
Symposium	
Table Tennis	
Tea/Coffee Morning	
Team Building (indoors/non active)	
Team Building (outdoors/active)	
Tennis (Amateur)	



<b>Appendix 1</b> <b>Type of Events</b> <b>Write in or tick those types of events that may apply.</b>	
Tennis (Professional)	
Theatre Production	
Torch Light Procession	
Torch Light Procession (non Political/Religious)	
Toy Fair	
Trade Show	
Trade Show (Open to the Public)	
Tradestand (Not Professional Caterers)	
Treasure Hunt	
Triathlon (Open Water)	
Triathlon (off road/on closed roads/in pool )	
Triathlon (on open roads/open water)	
Tug Of War	
Urban Festival (Hip Hop/Rap/Grime/Drill/Garage)	
Variety Show	
Video Gaming Event	
Volleyball	
Walking/Trekking Event	
Waterpolo	
Watersports	
Wedding	
Wedding Fair	
Wedding Fair (Open to the Public)	
Wine Tasting	