



Regulations regarding the collection of sponsorship funds from companies for the Japanese Garden department - City of Hasselt

Article 1: Application

The present regulations apply to any natural or legal person who wishes to sponsor the Japanese Garden department of the City of Hasselt, hereinafter referred to as 'the sponsor', by entering into a sponsorship agreement.

When registering as a sponsor (see below), the provisions set out in the present regulations become applicable, with the sponsor accepting the content and applicability thereof.

Article 2: The sponsorship contributions

A distinction is made between two types of sponsorship contributions and one business package:

<u>Sponsorship type</u>	<u>Number</u>	<u>Sponsorship contribution</u>
1. Chrysanthemum sponsorship	3 maximum	€ 10,000 per annum
2. Sakura sponsorship	6 maximum	€ 5,000 per annum

<u>Business package</u>	<u>Number</u>	<u>Contribution</u>
1. Momiji business package	unlimited	€ 1,000 per annum

Article 3: The return services

Every financial sponsorship contribution is met with a matching and appropriate return service in the form of (the possibility of generating) media exposure, free cultural experiences in the Japanese Garden and free admission tickets. This return service shall be specified in the agreement concluded with the individual sponsors.

After each Japanese Garden season, the City of Hasselt organises a sponsor meeting where it details what has been achieved with the sponsorship funds collected. The written report of this meeting is also presented at the municipal assembly of the City of Hasselt.

Article 4: Acceptance and refusal of sponsorship funds

Where several candidates qualify for a sponsorship, it is the City of Hasselt via the Board of Mayor and Aldermen that decides who ranks first. Priority is given to Japanese companies or companies that have strong associations with Japan and after that, to Limburg-based companies as well.

The Board of Mayor and Aldermen may refuse an application for a sponsorship deal if this appears to be contrary to the general interest.



Article 5: Sponsor application procedure

Potential sponsors who wish to be considered may apply using the application form on the Japanese Garden website at www.japansetuin.be.

The fully completed application form is to be in possession of the Japanese Garden department by 1 March of the sponsoring year at the latest to be valid for that same opening season. Application forms that are received later on, are only valid for the opening season of the year thereafter. Incomplete applications may be disregarded by the Japanese Garden department.

The application forms are then presented to the Board of Mayor and Aldermen of the City of Hasselt no later than 3 weeks after they were submitted. The Board decides who qualifies first and is free to accept or decline applications.

Sponsors that have applied shall be informed whether their application has been accepted or declined the day after the Board has arrived at its decision. Subsequent thereto, the return services are negotiated, based on the draft of returns for the chosen type of sponsoring, and the definite returns are laid down in a sponsorship agreement. This agreement too is presented to the Board of Mayor and Aldermen of the City of Hasselt for acceptance or amendment within 3 weeks after it has been prepared. As soon as the agreement is accepted by the Board of Mayor and Aldermen, the sponsor will receive a signed copy of the agreement and the agreement also enters into force.

The sponsorship agreement is valid only for the year for which the application was entered. If the company is still interested in a sponsorship deal the year after, it shall need to complete and enter a new application form.

For the sponsorship funds agreed, after approval of the sponsor agreement, the City of Hasselt shall send the sponsor an invoice containing full details and terms of payment.

Article 6: Reciprocal conduct

The parties hereby undertake to perform the sponsorship agreement in the spirit of the agreement and in compliance with the intentions of the parties as extensively discussed during the negotiations between the parties prior to the conclusion of the agreement. The parties hereby undertake to put in place all reasonable actions or steps necessary or helpful to further the performance of the present agreement in good faith.

Sponsors shall refrain from engaging in conduct that could damage the good standing, the brands or reputation of the City of Hasselt. Where the sponsor fails to comply with this requirement, the City of Hasselt shall be within its rights to terminate the agreement with the sponsor with immediate effect. In such a case, the City of Hasselt shall equally be within its rights to remove all references to the sponsor's name and/or logo, or any other references to the company or the person of the sponsor or donor in relation to the



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Japanese Garden. In that case, the sponsor shall be under obligation to cease and desist from making any further reference to the Japanese Garden.

Neither party may transfer the agreement without the prior written consent of the co-contracting party.

Article 7: Refunds

On no account shall sponsors be entitled to a (partial) refund of the sponsorship funds transferred, or to any other form of compensation and damages if the return services should fail to generate the effects or results sought.

Article 8: Intellectual property and independence

All intellectual property rights in respect of the Japanese Garden, understood in the broadest sense, are vested in the City of Hasselt and shall remain with the City of Hasselt at all times.

Sponsorship of the Japanese Garden department of the City of Hasselt shall in no way influence the policy-making or independence of this department or the City of Hasselt as a whole. Where the City of Hasselt suspects that the intentions of the sponsor are inconsistent with the above principle, the City of Hasselt reserves the right to decline the involvement of the party concerned in the Japanese Garden department or to terminate any such involvement prematurely.

Article 9: Severability

In case any article in this regulation shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining articles shall not in any way be affected or impaired thereby.

Article 10: Disputes

This regulation document is governed exclusively by Belgian law and is subject to the exclusive competence of the courts of Limburg.