



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

Making progress possible. Together.

EVENTS AGREEMENT
(Commercial Sponsorship Agreement)

Made and entered into between:

CITY OF CAPE TOWN

and

JCQ PRODUCTIONS
(REGISTRATION NO: 1999/024212/23)

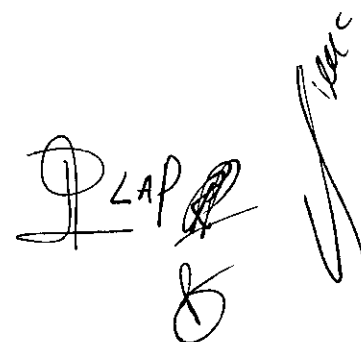
Certain provisions in this agreement have been printed in **BOLD** text so as to specifically draw attention of the **RECIPIENT** hereto. These clauses are of specific importance because they affect the **RECIPIENT's** rights and obligations and **RECIPIENT** acknowledges that he/she/it has acquainted itself with these provisions in particular clauses 8.1.13, 8.2.2, 8.3.2, 8.4.1.6, 8.4.1.11, 8.4.2, 10.7, 14.1, 14.2, 14.3, 14.4, 14.5, 14.9, the entire clause 16, clause 20.3 and the entire clause 21, have specific importance for the **RECIPIENT**.

[Handwritten signatures and initials, including "LAP" and "etc"]

TABLE OF CONTENTS

PAGE

1	Parties	4
2	Definitions	4
3	Preamble	8
4	Purpose and Guiding Principles of the Agreement	8
5	Cash Transfer	10
6	Duration of the Agreement	11
7	Variations to the Agreement	11
8	Obligations of the RECIPIENT	11
8.1	In respect of financial reporting	12
8.2	In respect of reporting in terms of the Policy	12
8.3	Compliance	13
8.4	Rights Package and Event	13
9	Obligations of the CITY	15
9.1	The Cash Transfer	15
9.2	Monitoring and Evaluation	15
10	Monitoring and Evaluation	16
11	Force Majeure	17
12	Dispute Resolution	17
13	<i>Domicilium citandi Et Executandi</i>	19
14	Indemnity and Insurance	19
15	Breach Clause	21
16	No Fault Termination	22
17	General	23
18	Cession and Assignment	23
19	Intellectual Property	23
20	Confidentiality	24
21	Limitation of Liability	25
22	Nature of Relationship	25
23	Implementation and Good Faith	25
24	Jurisdiction	26
25	Costs	26
26	Signature	26

Handwritten signatures and initials at the bottom right of the page. One signature appears to be 'J. Lap' with a large flourish, and another is a vertical signature to its right. There are also some initials or marks below the first signature.

ANNEXURES

A	Rights Package
B	Resolution of the Recipient authorising Mr Craig Parks, Managing Director to sign the agreement on behalf of the Recipient.
C	Events Plan and/or Business Plan
D	Section 67 Declaration
E	Transfer Payment Checklist

[Handwritten signatures and initials]
J L A P
S

1. PARTIES

The Parties to this Agreement are:-

- 1.1 The **City of Cape Town**, (hereinafter referred to as "**the CITY**") a Metropolitan Municipality established in terms of the *Local Government: Municipal Structure Act, 1998*, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, (as amended), herein represented **Mr Vincent Botto** in his capacity as the **Acting Executive Director: Safety and Security**; and
- 1.2 **JCQ Productions** is a company registered in terms of the laws of South Africa, registration number: **1999/024212/23**, (hereinafter referred to "**the RECIPIENT**") herein represented by **Mr Craig Parks** with ID number: **640919 5142 085** in his capacity as **Managing Director** of the Organisation and duly authorised hereto.

2. DEFINITIONS

- 2.1 In this Agreement, the following words and phrases have the meanings given to them below:-

2.1.1	"Bank Account" means: Name of Account Holder: JCQ Productions CC Name of Bank: First National Bank Type of Account: Business Account Account Number: 62482803882 Branch Code: 201109 Branch: Plumstead
2.1.2	"Business Day" means a day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
2.1.3	"City's Facilities" means any area or place owned by the CITY where an Event is hosted, that has seated or standing spectator capacity within a permanent or temporary structure. This area or place may be erected or demarcated by an enclosed or semi-enclosed temporary or permanent structure;
2.1.4	"City Services" means all services rendered by the CITY to events;

2.1.5	"CITY's Council" means the Council of the City of Cape Town, established by Provincial Notice 479 of 2000 issued in terms of section 12 of the Local Government: Municipal Structure Act, 1998 (Act No. 117 of 1998);
2.1.6	"Commencement Date" means the date of the Event irrespective of the Signature date;
2.1.7	"Commercial Sponsorship Agreement" means an agreement concluded between the City of Cape Town and an event organiser where a financial transfer is made by the City in return for a rights package;
2.1.8	"Completion Date" means the date that RECIPIENT fulfilled all its obligations as set out in terms of this Agreement and the Business Plan or 3 (three) months from the last day of the Event held during the 2020/2021 Financial Year;
2.1.9	"Date of Signature" means the date of the last party signing this Agreement;
2.1.10	"Event" means Jazzathon to be held on 6 February 2021 at the Artscape .
2.1.11	"Expenditure" means all the costs related to the services and/or facilities as provided by the City (where applicable) and the Funding mentioned in clause 5.1 herein;
2.1.12	"Event's Organiser" means the Party as described in clause 1.2 herein being;
2.1.13	"Financial Year" means the financial year of the CITY commencing on 1 July 2020 and ending on 30 June 2021;
2.1.14	"Notice" means a written notice;
2.1.15	"Parties" means the Parties to this Agreement referred to in clause 1 and "Party" shall mean either of them;
2.1.16	"Recipient" means the Event Organiser and beneficiary of the Cash Transfer and/or City Services and/or Facilities (where applicable), as described in this Agreement;

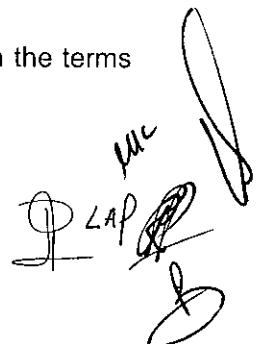
2.1.17	"Rights Package" means a series of rights acquired by the CITY through supporting events. The package of rights is a commercial transaction where the CITY obtains rights to promote its brand through various event activities. The Rights Package applicable to this Event is attached hereto as Annexure "A" ;
2.1.18	"the Act" means the <i>Municipal Finance Management Act, 2003 (Act No: 56 of 2003)</i> ;
2.1.19	"this Agreement" means this Agreement, together with the Annexures hereto;
2.1.20	"the CITY" means the City of Cape Town a Metropolitan Municipality established in terms of the Local Government: Municipal Structure Act, 1998, (Act No. 117 of 1998) read with the Province of the Western Cape: Provincial Gazette 5588 dated 22 September 2000, as amended;
2.1.21	"the City's Logos" means the City of Cape Town's logos, as amended from time to time by the City, due to any significant brand change by the City;
2.1.22	"the Policy" means the City of Cape Town's Events Policy (Policy Number 12329) as approved by Council: 29 May 2013, C26/05/13; and

2.2 If any provision in the definition clause is a substantive provision conferring rights or imposing obligations on a party, then notwithstanding that such provision is contained in this clause, effect shall be given thereto as if such provision was a substantive provision in the body of the agreement.

2.3 Any reference in this Agreement to:

- i. a **clause** is, subject to any contrary indication, a reference to a clause of this Agreement;
- ii. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and

- iii. **person** means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust, club or partnership (whether or not having separate legal personality).
- 2.4 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.5 The headings do not govern or affect the interpretation of this Agreement.
- 2.6 Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 2.7 Any number of days prescribed in this Agreement excludes the first day and includes the last day; and any relevant action or notice may be validly done or given on the last day.
- 2.8 Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.
- 2.9 The words "including" and "in particular" are without limitation.
- 2.10 Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
- 2.11 Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 2.12 A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 2.13 The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 2.14 The termination of this Agreement does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
- 2.15 In the event of a conflict between the Annexures and this Agreement then the terms of the Agreement shall prevail over the Annexures.

Handwritten signatures and initials in the bottom right corner. There are several distinct marks, including what appears to be a signature 'LAP' and other stylized initials or signatures.

- 2.16 The provisions of this Agreement supersede the provisions of any previous Agreement entered into between the Parties relating to the same subject matter.
- 2.17 In the event of a conflict between the words and figures in this Agreement, the words shall prevail.

3. PREAMBLE

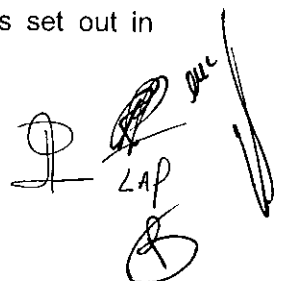
- 3.1 The Jazzathon is a music festival featuring upcoming artists and community artists. The event provides a platform for musicians at grassroots level and assist in their development. Four months prior to the festival a call for applications are made to audition in the hope of performing at the festival. The live portion of the event will be held at the Artscape Opera House. The concert is to highlight 25 years of Jazzathon and will feature a 40-piece orchestra, an 18-piece youth jazz band, an all-female jazz band and a group of legendary Cape Town artists. The programme will include speeches by various important associates of Jazzathon and a continuity presenter. The hybrid event will be broadcast via social media and will include recently recorded footage by various upcoming and well-known artists. A major workshop was held to educate artists on preparation for broadcast video as the new normal and have scheduled more workshops throughout the year.
- 3.2 The CITY supports events that assist the CITY in realising its goals and objectives as set out in the Integrated Development Plan ("IDP"), and specifically to this Agreement strategy to "Create an enabling environment to attract investment that generates economic growth and job creation".
- 3.3 The CITY agreed to make certain funding, resources and/or facilities available to RECIPIENT and as consideration for the funding, resources and facilities made available to it by the CITY, RECIPIENT agreed to grant the CITY the Rights Package.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

4. PURPOSE AND GUIDING PRINCIPLES OF THE AGREEMENT

The monitoring and evaluation principles as set out in section 67 of the Act:

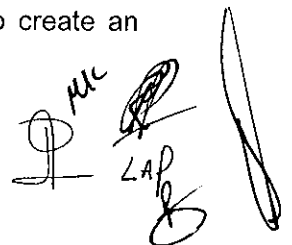
- 4.1 The funds will be monitored and evaluated according to the principles set out in Section 67 of the Act.

Handwritten signatures and initials in the bottom right corner of the page. There are several distinct marks, including what appears to be a large 'S' or 'J' signature, and some initials like 'LAP' and 'JMC'.

- 4.2 In terms of Section 67(1)(a), before transferring funds of the municipality to an organisation or body outside a sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organisation has the capacity and has agreed to comply with the agreement with the municipality, has complied with all reporting, financial management and auditing requirements as may be stipulated in the agreement, reports at least monthly to the accounting officer on actual expenditure against the transfer and submits its audited financial statements for its financial year to the accounting officer.
- 4.3 In terms of Section 67(1)(b) and (c) before transferring funds of the CITY to an organisation or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the CITY is obliged to satisfy itself that the organisation or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.
- 4.4 The Parties hereby commit to ensuring that the funds stipulated in clause 5 of the Agreement are managed, monitored and evaluated in terms of the principles as set out in section 67 of the Act.

In terms of the Events Policy ('the Policy'):

- 4.5 The Policy was approved by Council on 29 May 2013.
- 4.6 The strategic focus areas of the CITY are enshrined in the CITY's integrated Development Plan ("IDP") and are categorised into five pillars: The Opportunity City, the Well-run city, the Safe City, the Caring City and the Inclusive City. Events create platforms that have the ability to support all five pillars. The Policy particularly focusses on supporting the Opportunity City, the Safe City and the Inclusive City.
- 4.7 The Policy aims to create mutually beneficially outcomes for Cape Town residents, businesses and visitors by using the platforms created by events to contribute to Cape Town's growth, development and inclusivity and to assist and guide the CITY in managing event related activities in an efficient and effective manner thereby providing clarity to all role players and stakeholders, The Policy aims to create an enabling mechanism for new approaches to event initiatives.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct signatures: one that appears to be 'D. M.', another that is more stylized, and a third that is a simple vertical line.

- 4.8 This Event falls within the scope of application of the Policy.
- 4.9 The utilisation of public funds and the principles of transparency and good governance requires that the monitoring and reporting principles as set out in the Act and the Events Policy be applied to this Agreement.

5. CASH TRANSFER

For the event to be hosted on **6 February 2021**.

- 5.1 The CITY shall transfer payment of **R300 000 (Three Hundred Thousand Rand Only) (15% VAT where applicable)** during the 2020/21 financial year from the Events budget;
- 5.2 The Cash Transfer of as mentioned in 5.1 above is acknowledged by RECIPIENT as a once off payment for the applicable CITY's Financial Year with the RECIPIENT having no expectation of a sponsorship for succeeding financial years
- 5.3 The utilisation of the Cash Transfer shall be for support of the Event to be held on **6 February 2021** as described in this Agreement and the Events and/or Business Plan (**Annexure "C"**).
- 5.4 The CITY shall transfer the Funding referred to in clause 5.1 above into RECIPIENT Bank Account within 30 (thirty) days from the date of signature hereof. This is subject to the City obtaining all the required documentation as stipulated in **Annexure "E"**.
- 5.5 Notwithstanding the fact that any costs of whatsoever nature may increase between the conclusion of this Agreement and the date of the Event or there be any other additional costs, RECIPIENT agrees that the CITY's financial contribution shall, for the purposes of this Agreement, be limited to the amounts mentioned in 5.1 above.
- 5.6 For avoidance of doubt the CITY accepts no liability or financial responsibility of whatsoever nature for the staging of Event other than those set out in this clause.

Handwritten signatures and initials at the bottom right of the page. There are three distinct signatures: one on the left, one in the middle with the initials 'LAP' written below it, and one on the right.

6. DURATION OF THE AGREEMENT

- 6.1 This Agreement commences on the Commencement Date and terminates on the Completion Date.

7. VARIATIONS TO THE AGREEMENT

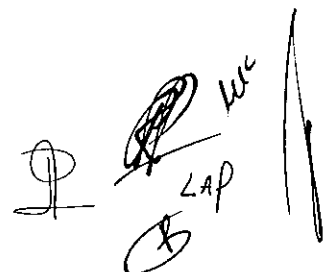
- 7.1 Variations to this Agreement including the Cash Transfer referred to herein, may only be made by consultation and agreement between the Parties, reduced to writing and signed by both Parties.

8. OBLIGATIONS OF THE RECIPIENT

RECIPIENT confirms that:

8.1 In respect of financial reporting

- 8.1.1 It is able, willing and has the capacity to meet its obligations as recorded in this Agreement and to achieve its targets and outputs as recorded in **Annexure "C"** and this Agreement.
- 8.1.2 It will implement effective, efficient and transparent financial management and internal control systems, to guard against fraud, theft and financial mismanagement and to ensure that funding is utilised in accordance with clause 5 above.
- 8.1.3 In respect of previous similar transactions with government, has complied with all the requirements of any applicable legislation.
- 8.1.4 It will deposit the transferred funds into an interest bearing account until it can be utilised.
- 8.1.5 Interest accrued from the account shall only be utilised for the purposes set out in this Agreement.
- 8.1.6 The Funds will be utilised in accordance with the purpose of the Event.
- 8.1.7 Expenditure vouchers, including cashed cheques, indicating the project number shall be retained for audit purposes.

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'J', a signature 'LAP', and a signature 'WU'.

8.1.8 Surplus funds and surplus interest accrued from the Cash Transfer shall be paid back to the CITY after the fulfilment of its obligations in terms of this Agreement.

8.1.9 RECIPIENT shall keep a separate ledge account in which must be recorded all funds allocated to it by the CITY and reflect all transactions incidental to this Agreement, and must upon request by the CITY provide the CITY with all details of the account.

8.1.10 The CITY, its representative and/or the Auditor-General upon the written request of the City, be entitled to inspect all financial records of the Event as outlined in this Agreement referred to including the separate ledger account referred to in 8.1.9 above and may take copies or extracts thereof.

8.1.11 RECIPIENT shall cooperate fully with any financial audit procedure of the CITY, its representative or the Auditor-General and shall furnish any document, record, book of account or bank statement on written request.

8.1.12 RECIPIENT will:

8.1.12.1 Pay all authorised expenses that it is liable for in terms of this Agreement;

8.1.12.2 ensure the proper records of expenditure are maintained to support all financial transactions made in the execution of this Agreement;

8.1.12.3 ensure that no individual in its employ has exclusive access to funds transferred by the CITY; and

8.1.12.4 ensure that where a petty cash system is operated, it is adequately controlled and transactions are properly recorded.

8.1.13 Non-compliance with this clause 8.1 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.

8.2 In respect of reporting in terms of the policy

8.2.1 RECIPIENT furnish the CITY within 3 (three) months after the last day of the Event with a full report of the Event. The CITY shall RECIPIENT in writing as to the information to be included in this report.

8.2.2 **Non-compliance with this clause 8.2 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.3 Compliance:

8.3.1 RECIPIENT must for the duration of this Agreement adhere to the City's approval processes, all legislation, by-laws, policies, regulations and all legislation applicable to this Agreement as well its own Memorandum of Incorporation and ensure that any and all of RECIPIENT suppliers and service providers appointed in terms of 8.4.1.5 are similarly compliant.

8.3.2 **Non-compliance with this clause 8.3 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to immediately reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT shall reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

8.4 Rights Package and Event

8.4.1 RECIPIENT shall:

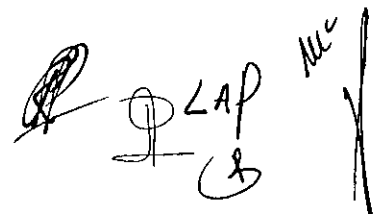
8.4.1.1 In consideration of the CITY's support for the Event and Cash Transfer envisaged herein RECIPIENT shall provide the CITY with the rights as recorded in the Rights Package attached hereto as **Annexure "A"**;

8.4.1.2 ensure that the Event is organised and carried out to the best industry standards so that the Event is one that the CITY will be proud to be associated with;

8.4.1.3 obtain the written approval of the CITY prior to the production of all marketing materials in which the name or trademarks of the City are to be used. The CITY shall respond to any such request within the time period stipulated in clause 19.2 below from the time the sample advertising material having been presented to the CITY for consideration;

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'LAP', another signature 'W', and a large, stylized signature or mark on the right side.

- 8.4.1.4 obtain public liability insurance for the Event as stipulated in clause 14 herein;
- 8.4.1.5 make all payments as may be required in respect of the Event to suppliers and service providers as appointed by RECIPIENT, it being recorded that all obligations to make payments in respect of the Event shall be the sole responsibility of RECIPIENT.
- 8.4.1.6 **employ, manage and be responsible for the employees, officials, representatives/agents and subcontractors who are part of and involved in the Event;**
- 8.4.1.7 not make any undertakings to third parties for and on behalf of the CITY without the CITY's prior written consent. Refer to clause 22 below;
- 8.4.1.8 at all times prior to the CITY's brand being used in the Event in whatever manner consult with the CITY to ensure that the CITY is satisfied with the use of its brand and has signed-off and consented to such use. Any use of the CITY's brand must be in accordance with the CITY's branding policy;
- 8.4.1.9 undertake to instruct their employees or representatives of their obligations as set forth in this Agreement;
- 8.4.1.10 designate the CITY as a Sponsor and official 'Host City' status with regard to the Event;
- 8.4.1.11 **ensure that together with its employees, officials, representatives and subcontractors, exercise reasonable care and diligence in fulfilling its duties in respect of the Event;**
- 8.4.1.12 ensure that the CITY is kept informed about any and all planned activities, relevant to the CITY in connection with the Event;
- 8.4.1.13 ensure that the CITY is informed of all important announcements, relevant to the CITY that will be made regarding the Event;

Handwritten signatures and initials in the bottom right corner. From left to right: a circular stamp, a signature, the initials 'LAP', and a signature with 'MC' written above it.

- 8.4.1.14 ensure that it obtains, at its cost, all consents, approvals permits, certificates and licences specifically relating to the Event and adhere to the requirement of Compliance as mentioned in clause 8.3 above;
- 8.4.1.15 immediately refunds to the City, the relevant sponsorship fees it has received for the Event if for any reason whatsoever, the Event does not take place;
- 8.4.1.16 undertake full responsibility for all aspects of the Event, including pre and post production and delivery standards;
- 8.4.1.17 arrange and procure medical facilities, all necessary equipment in connection therewith and personnel, for both participants and visitors at the venue where the Event is to be held;
- 8.4.1.18 establish procedures and protocols for emergency evacuation of seriously ill or injured persons; and
- 8.4.19 provide all necessary toilet and disabled facilities.
- 8.4.20 Non-compliance with this clause 8.4 shall entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof, and/ or depending on the severity and impact of such breach the CITY shall be entitled to reclaim the unspent portion of the Cash Transfer from RECIPIENT. RECIPIENT reimburse such Cash Transfer within 7 (seven) days from the date of the written demand from the CITY to do so.**

9 OBLIGATIONS OF THE CITY

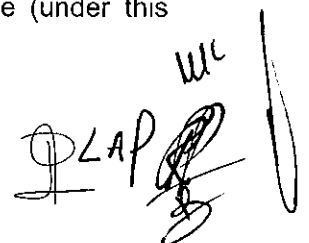
In regard to:

9.1 The Cash Transfer:

- 9.1.1 The CITY undertakes to transfer to RECIPIENT the Cash Transfer as reflected in clause 5.1 hereto, subject to the satisfactory fulfilment of the terms and conditions set out in this Agreement by RECIPIENT.

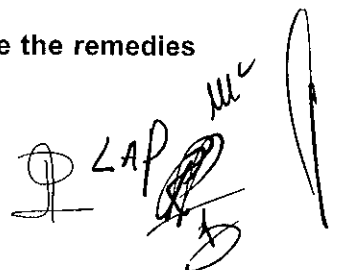
9.2 Monitoring and Evaluation:

- 9.2.1 The CITY shall monitor and evaluate RECIPIENT performance (under this Agreement) in accordance with clause 10 herein.



10. MONITORING AND EVALUATION

- 10.1 The reporting, as outlined in this clause and clause 8 of this Agreement, constitutes the basis for the monitoring and evaluation of the fulfilment of the terms and conditions of this Agreement.
- 10.2 The reporting mentioned in clause 8 must be submitted to the **Executive Director: Safety and Security** in the CITY.
- 10.3 The CITY may, for the duration of this Agreement and until such time as obligations arising therefrom and thereafter for RECIPIENT, monitor RECIPIENT progress regularly through:
- 10.3.1 On-site visits during the validity of this Agreement;
 - 10.3.2 The interpretation of progress reports as contemplated in clause 8 hereof;
 - 10.3.3 The verification of non-financial data as contemplated in clause 8 hereof;
 - 10.3.4 The analysis of the impact of the Event based on an evaluation by the CITY or a reputable service provider;
 - 10.3.5 The analysis of all documentation and records supporting the statistics and non-financial data that RECIPIENT records and submits in its report to the CITY.
- 10.4 RECIPIENT specifically undertakes to assist the CITY with the verification and validation of statistics and non-financial data recorded and submitted in its reports by safe-guarding all relevant supporting documentation and by granting the CITY and/or the Auditor General access to such documentation when required.
- 10.5 RECIPIENT must grant officials of the CITY associated with services access to all relevant records of RECIPIENT that are relevant to the reports submitted in terms of this Agreement at all reasonable times in order for the CITY to do proper monitoring and evaluation of RECIPIENT.
- 10.6 RECIPIENT furthermore agrees that all documents pertaining to this Agreement may be published and made available in accordance with provisions of the Promotion of Access to Information Act of 2000, (Act No. 2 of 2000).
- 10.7 **Non-compliance with this clause 10 will entitle the CITY to invoke the remedies envisaged in terms of clause 15 hereof.**



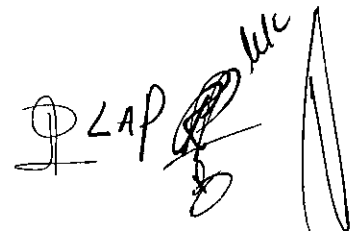
11. FORCE MAJEURE

- 11.1 Subject to clause 16 herein, should any Party (hereinafter referred to as the "**Invoking Party**") be prevented from fulfilling its obligations in terms of this Agreement as a result of any act of God, strike, war, riots, fire, flood, legislation, insurrection, sanctions, trade dispute or economic embargo or any similar cause beyond the reasonable control of such Invoking Party (any such event hereinafter called "**force majeure**") then:
- 11.1.1 the Invoking Party shall forthwith give written notice thereof to the other Party;
 - 11.1.2 specifying the cause and anticipated duration of the *force majeure*; and
 - 11.1.3 promptly upon termination of the *force majeure*, give written notice stating that such *force majeure* has terminated.
- 11.2 Performance of any such obligations shall be suspended from the date on which notice is given in terms of sub-clause 11.1.1 until the date on which notice is given in terms of 11.1.3.
- 11.3 The Invoking Party shall not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to or resulting from the *force majeure* during the period referred to in clause 11.1 provided that the Invoking Party uses and continues to use its best efforts and takes all reasonable steps to perform such obligation and provides the necessary notices as set out in clause 11.1.1 and 11.1.3.
- 11.4 If the *force majeure* continues for more than 30 (thirty) days, the other Party shall be entitled to cancel this Agreement on the expiry of such period with immediate effect on written notice, but shall not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to or resulting from the *force majeure*, except as otherwise provided in this Agreement.

12. DISPUTE RESOLUTION

- 12.1 The Parties agree that, in the event of a dispute between them arising out of this Agreement, neither Party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.
- 12.2 Any dispute arising out of or in connection with this Agreement must, in the first instance, be referred for consideration and possible resolution to designated representatives as agreed on by the Parties.

- 12.3 Should the persons referred to in clause 12.2 fail to resolve the dispute within 7 (seven) days of it being referred to them (or within such alternative period as they may mutually decide) then they may by written agreement appoint a third party to act as mediator, and not as arbitrator, to mediate the resolution of the dispute. Should they not be able to agree on the mediator, then the mediator must be selected by the chairperson for the time being of the Arbitration Foundation of Southern Africa ("AFSA") or its successor. The cost of the mediator must be borne by the Parties to the dispute in equal shares.
- 12.4 Should the mediator referred to in clause 12.3 fail to resolve the dispute within 7 (seven) days (or within such alternative period as they may mutually decide), then any Party will have the right to require that the dispute be referred to arbitration in which event it must be submitted to and determined by arbitration in accordance with the rules of AFSA, or its successor, by an arbitrator appointed by AFSA. The arbitration must be held with a view to it being completed as soon as possible. The arbitrator's decision will be final and binding between the Parties.
- 12.5 Notwithstanding the above, nothing herein contained shall be deemed to prevent or prohibit a Party to the Agreement from access to an appropriate court of law for:
- 12.5.1 interim or urgent relief in form of an interdict mandamus or order for specific performance pending the outcome of an arbitration in terms of this clause or in respect of such arbitration;
- 12.5.2 any other form of relief on the basis of facts which are not disputed;
- 12.5.3 payment of any amount due in terms of this Agreement; or
- 12.5.4 an order for payment of a liquidated amount in money on the basis of facts which are not bona fide in dispute at the commencement of such proceedings.
- 12.6 This provision will continue to be binding on the Parties notwithstanding any termination or cancellation of the Agreement.
- 12.7 Should either Party consult its attorneys, or institute action against the other Party, in order to enforce any terms of this Agreement, then without prejudice to any other right which that Party may have, it shall be entitled to recover from the other Party all legal costs reasonably incurred by it, including but not limited to its attorney's fees as between attorney and own client.



13. DOMICILIUM CITANDI ET EXECUTANDI

The Parties hereby choose as their *domicilium citandi et executandi* for the purposes of this Agreement, the following addresses: -

13.1 The CITY: -

Attention: Mr Vincent Botto

City of Cape Town

Acting Executive Director: Safety and Security

Executive Suite, 5th Floor Podium Block, Cape Town

Civic Centre, 12 Hertzog Boulevard, Cape Town, 8000

Telephone 021 400 3355

Fax: 021 400 5923

E-mail: VincentJames.Botto@capetown.gov.za

13.2 RECIPIENT: -

Attention: Mr Craig Parks

JCQ Productions

19, 4th Avenue

Fairways Estate

Wynberg, 7800

Cell: 083 340 8904

Email: office@parkan.co.za

- 13.3 The *domicilium citandi et executandi* (other than e-mail) is chosen for the purpose of giving notice, the payment of any sum, the service of any process and for any other purpose arising from this Agreement.

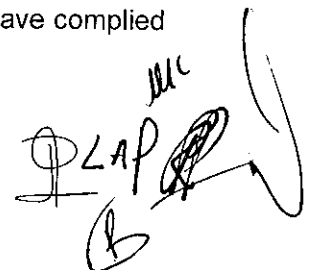
14. INDEMNITY AND INSURANCE

- 14.1 RECIPIENT hereby indemnifies the CITY against any claims, which may be made against RECIPIENT and/or the CITY, for any claim that may arise as a result of any loss suffered by any third party, as a result of any intentional or negligent act or omission committed by RECIPIENT (its employees, officials and representatives/agents) and/or its subcontractors, in the course of this Agreement.

- 14.2 RECIPIENT specifically agrees to indemnify and hold harmless the CITY against any claim that may arise as a result of any liability, loss or damages suffered by RECIPIENT its employees, officials, representatives and/or subcontractors as a

result of any act or omission by **RECIPIENT** or the **CITY**, in the course of this Agreement, unless such liability, loss, or damage is caused by the misconduct or negligence of the **CITY**.

- 14.3** The **CITY** will not, in any event be liable for indirect, special or consequential damages arising from the performance of its obligations in terms of this Agreement, unless such loss or damage is caused by the willful misconduct or gross negligence of the **CITY**.
- 14.4** The Parties agree to notify each other in writing, within 48 (forty – eight) hours from the date of the indemnity becoming enforceable, by registered or certified mail of any claim made against the Party and the obligation indemnified against.
- 14.5** Indemnity under this Agreement shall commence on the Commencement Date and continues until the risk created by this relationship ceases to exist.
- 14.6** **RECIPIENT** shall:
- 14.6.1** obtain appropriate insurances, to the satisfaction of the **CITY**, against risks that are of a nature usually insured against by persons engaged in activities that are similar to the Event, including but not limited to public liability insurance, in the minimum amount of **R20 million (twenty-million)**, or as approved by the **CITY** in writing from time to time;
- 14.6.2** furnish the **CITY** with a description of and proof of obtaining of the insurances envisaged in clause 14.6.1, as well as prompt written notice of any premium renewals in respect of such insurances; and
- 14.6.3** ensure that the counterparties to the documents and agreements concluded by **RECIPIENT** in relation to the Event, all have adequate professional indemnity insurance and insurance against risk associated with the activities conducted by such counterparty, including but not limited to public liability insurance, to the satisfaction of the City.
- 14.7** **RECIPIENT** shall further ensure that it has the necessary Employers liability insurance in respect of its employees/agents and in the event that **RECIPIENT** recruits workers based in South Africa, that they have acquired the necessary employer's liability insurances in line with the provisions of COIDA and have complied with all other applicable legislation.

Handwritten signature and initials, including 'JLAP' and 'MC', with a large flourish.

14.8 RECIPIENT shall further ensure that it has procured the necessary motor vehicle insurance in respect of its own vehicles.

14.9 **RECIPIENT further confirms that in the event of RECIPIENT being under insured or its insurers repudiating its claim for whatsoever reason, there will be no recourse against the CITY, either by RECIPIENT or any third parties and RECIPIENT remains liable and indemnifies the CITY in full in this regard.**

15. BREACH CLAUSE

15.1 If RECIPIENT breaches the terms and conditions of this Agreement, the CITY after becoming aware of the alleged breach must notify RECIPIENT in writing to remedy the breach and RECIPIENT must remedy the said breach within 7 (seven) days from receipt of the demand;

15.2 In the event of RECIPIENT failing or being unable to remedy the breach the CITY may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

15.2.1 Cancel the Agreement and claim any damages, together with interest; or

15.2.2 Demand the immediate repayment by the RECIPIENT of the unspent portion of the Cash Transfer in respect of this Agreement and to recover the spent portion of this Agreement with interest, from the RECIPIENT; or

15.2.3 Demand Specific Performance together with a claim for any damages and applicable interest.

15.3 For the purpose of this Agreement, but not exclusively limited thereto, breach may include the following actions and/or omissions:

15.3.1 The terms and conditions of this Agreement are not complied with by RECIPIENT;

15.3.2 The Cash Transfer being mismanaged by RECIPIENT;

15.3.3 The Event was ceased by RECIPIENT unilaterally before the expiry of the contract period without the prior consent of the CITY;

15.3.4 RECIPIENT utilised or is utilising the Cash Transfer in a dishonest and/or fraudulent manner or is mismanaging the funds; or

15.3.5 RECIPIENT contravenes any provisions of any applicable legislation, by-laws, policies and/or regulations.

Handwritten signatures and initials at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'J', a signature 'LAP', and other initials and scribbles.

15.4 Notwithstanding anything to the contrary contained herein, the CITY shall be entitled to cancel this Agreement immediately if the other Party:-

15.4.1 Takes steps to place itself, or is placed in liquidation, whether voluntary or compulsory or under judicial management in either case whether provisionally or finally; or

15.4.3 takes steps to deregister itself or it is deregistered for some other reason; or

15.4.4 fails to satisfy a judgment in excess of the amount of the Cash Transfer contemplated in clause 5.1 entered against itself within 21 (twenty one) days after it becomes aware of the judgment, except if it provides evidence on an ongoing basis to the reasonable satisfaction of the CITY that steps have been initiated within the 21 (twenty one) days to appeal, review or rescind a judgment and to procure suspension of execution of the judgment and that such steps are being expeditiously pursued; the period of 21 (twenty one) days shall run from the date on which the judgment becomes final, or the date on which the attempt to procure the suspension of the execution fails.

15.5 If the CITY breaches the terms and conditions of this Agreement, RECIPIENT must notify the CITY in writing to remedy the breach within 7 (seven) days after becoming aware of the alleged breach;

15.6 In the event of the CITY failing or being unable to remedy the breach RECIPIENT may, without prejudice to any other rights it may have in law, exercise all or any of the following rights:

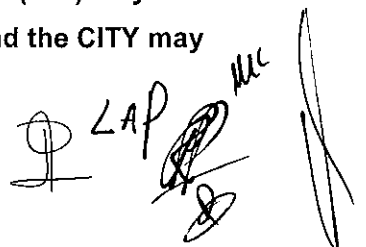
15.6.1 Cancel the Agreement and claim any damages together with interest applicable; or

15.6.2 Demand Specific Performance together with a claim for any damages and any interest applicable.

15.7 Cancellation or termination of this Agreement will not relieve a Party of obligations imposed upon such Party by statute or regulation or by this Agreement prior to its termination.

16. NO FAULT TERMINATION

16.1 The Parties hereby agree that should the Event not proceed for whatsoever reason, and the Cash Transfer has already been effected, then this Cash Transfer, shall be repaid to the CITY by RECIPIENT within 5 (five) days of RECIPIENT receiving a written request from the CITY to do so and the CITY may



discontinue the CITY Services (where applicable) on written notice to RECIPIENT.

17. GENERAL

17.1 This document and the Annexures thereto constitute the entire record of this Agreement between the Parties.

17.2 No Party is bound by any expressed or implied term, representation, warranty, promise or the like not recorded herein.

17.3 No relaxation, indulgence or act of leniency which one Party may show the other will in any way prejudice the Party or be deemed to be a waiver of any of its rights under this Agreement.

17.4 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable and the remaining clauses remain of full force and effect. If any invalid term is incapable of amendment to render it valid, the Parties agree to negotiate an amendment to remove the invalidity.

18. CESSION AND ASSIGNMENT

18.1 No Party shall cede or assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld.

18.2 Any cession or assignment agreed to by a Party will not relieve the other Party of any obligations with respect to any covenant, condition, or obligation required to be performed by that Party under this Agreement.

19. INTELLECTUAL PROPERTY

19.1 All Intellectual Property rights of whatsoever nature belonging to the CITY, including, without limitation, the CITY's logo, emblem or any other form of corporate identity, shall remain vested at all times in the CITY.

19.2 RECIPIENT shall not, under any circumstances whatsoever reproduce, copy or use the CITY's corporate identity or permit the use of CITY's Intellectual Property by any

[Handwritten signatures and initials]
LAP
ME
S

third party, except as otherwise provided for herein and with CITY's prior written consent. The CITY shall appoint a designated person to ensure that the CITY has responded to any request from RECIPIENT in terms of this clause within a period of 48 (forty-eight) hours, or such reasonable period, after receiving same from RECIPIENT.

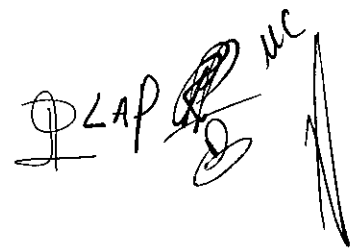
19.3 RECIPIENT (including its representatives, agents and employees) will not at any time, or in any manner, lower the dignity, standing and reputation of the CITY or in any way contest the validity of, or prejudice, any of the CITY's Intellectual Property rights, including its corporate identity, emblem or logo.

19.4 Insofar as RECIPIENT is considered in law to be the original owner of the Copyright in any document, drawing, material or record developed or acquired by the RECIPIENT in the course of discharging its obligations under this Agreement, it hereby grants the CITY the right to copy such document, drawing, material or record, for internal and external reporting and any other reasonable purpose.

20. CONFIDENTIALITY

20.1 Except as otherwise provided in this clause, the terms and conditions of this Agreement, all data, reports, records and other information of any kind whatsoever developed or acquired by any Party in connection with this Agreement ("the confidential information") shall be treated by the Parties as confidential. Neither Party shall reveal or otherwise disclose such confidential information to any third party without the prior written consent of the other Party and shall take all reasonable steps and precautions to ensure that such information remains strictly confidential and that any third party does not obtain access thereto or knowledge thereof. The foregoing restrictions shall not apply to the disclosure of necessary confidential information to employees, agents or contractors of the Parties. Any third party that may become privy to such information shall first undertake in writing to protect the confidential nature thereof.

20.2 The confidentiality undertaking in this clause shall not apply in respect of confidential information within the public domain, within a Party's knowledge at the commencement of this Agreement, to disclosures required to satisfy an order of court, or which is necessary to comply with the provisions of any law or regulation in force from time to time.



20.3 RECIPIENT shall not at any time during the term of this Agreement, release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding the relationship between the Parties or the subject matter of this Agreement, without the prior written consent of the CITY. The CITY will appoint a designated person to ensure all communications and press releases are approved by the CITY within a period of 48 (forty-eight) hours, or such reasonable period, after receiving them from RECIPIENT.

21. LIMITATION OF LIABILITY

21.1 The CITY shall not be liable to RECIPIENT for any indirect or consequential loss or damage, including without limitation, loss of profit revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.

21.2 Notwithstanding anything contained in this Agreement, the CITY's maximum liability shall be limited, whether for a single or multiple events, to the extent of its sponsorship herein.

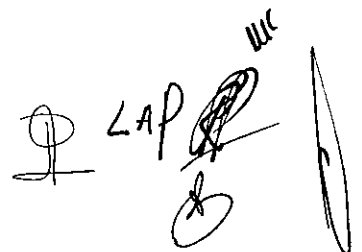
22. NATURE OF RELATIONSHIP

22.1 This Agreement does not create an employment relationship, partnership, joint venture or agency between the Parties and neither Party shall be liable for the debts of the other Party, howsoever incurred.

22.2 RECIPIENT no authority or right to bind the CITY to any third party and it shall be personally liable for any act purporting to so bind the CITY.

23. IMPLEMENTATION AND GOOD FAITH

23.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Agreement.



- 23.2 The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in terms of this Agreement.

24. JURISDICTION

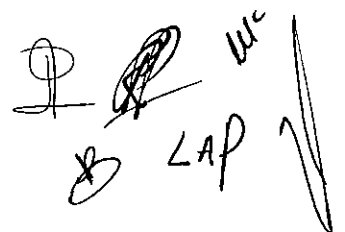
The Parties hereby consent to the jurisdiction of the Western Cape High Court, Cape Town for all actions or proceedings and/or to settle any dispute which may arise out of or in connections with this Agreement.

25. COSTS

Each Party shall bear its own costs attendant on the negotiation and/or conclusion of this Agreement.

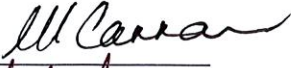
26. SIGNATURE

- 26.1 This agreement is signed by the Parties on a date and at the places recorded herein.
- 26.2 The persons signing this agreement on behalf of the Parties in a representative capacity warrant their authority to do so and further warrant that the proper resolutions (where applicable) have been passed by the Parties authorising them to do so.
- 26.3 This contract may only be signed upon the necessary authority being obtained by the Parties;
- 26.4 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement as at the date of signature of the Party last signing one of the counterparts.

Handwritten signatures and initials in the bottom right corner. There are three distinct signatures: one on the left, one in the middle, and one on the right. Below the middle signature are the initials 'LAP'. To the right of the initials is a large, stylized checkmark or signature.

SIGNED at Cape Town on this 11 day of February 2021.

AS WITNESSES

1. 
2. 


THE CITY:
MR VINCENT BOTTO
ACTING EXECUTIVE
DIRECTOR:
SAFETY AND SECURITY
(WHO WARRANTS HIS
AUTHORITY HERETO)

SIGNED at ROYAL CAPE on this 05 day of FEBRUARY 2021.

AS WITNESSES

1. 
2. L.A.P. /s


JCQ PRODUCTIONS
MR CRAIG PARKS
MANAGING MEMBER
(WHO WARRANTS HIS
AUTHORITY HERETO)



(RIGHTS PACKAGE)

Designation:

- City logo placement on marketing collateral.
- The City of Cape town to signed off on all City of Cape Town event logo placements.

Activations:

- Opportunity to do or participate in the official start or opening of the event.

Digital:

- Opportunity to display destination footage on available event platforms, e.g. screens, web channels and/or web streaming.
- Inclusion of destination information supplied by the City of Cape Town on the event website.

PR & Media:

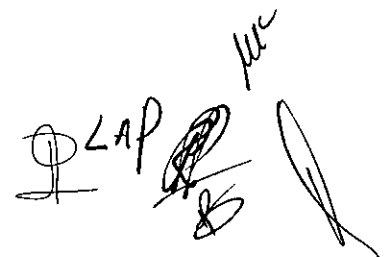
- Speaking opportunity at media event and/or prize giving.
- Inclusion of quotes from the City of Cape Town in media and press releases.
- Inclusion of City of Cape Town marketing material in media and participant goodie bags, subject to availability of material.
- Promotion of the City of Cape Town on international platforms.

Print:

- Complimentary advert in event magazine/brochure/newsletter. Size to be confirmed.
- The inclusion of destination information supplied by the City of Cape Town in the event magazine/brochure/website.
- Inclusion of welcome message in event magazine/brochure/newsletter from the City of Cape Town.

Branding:

- Branding opportunities at the opening, the event, media engagements and other event related functions.
- Provision of a branding plan with information of set-up dates, removal dates and contact person.



Post Event Report, Documentation & Engagements:

- Post event report and presentation including media values to be submitted to the City of Cape Town within 90 days after the event.
- Event imagery and videos to be supplied to the City of Cape Town and as well as the rights to use the imagery and videos.

2024
LAP
2024

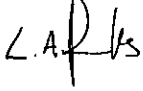
ANNEXURE "B"

MEMBERS RESOLUTION

(TO BE SIGNED BY ALL MEMBERS)

IT IS RESOLVED-

1. THAT **JCQ Productions (hereinafter referred to as "the RECIPIENT")** be and is hereby authorised to enter into the attached draft Sponsorship Agreement with the City of Cape Town ("**the CITY**"), in terms of which the CITY agreed to make certain resources and facilities available to the RECIPIENT and as consideration for the resources and facilities made available to it by the CITY, the RECIPIENT agreed to grant the CITY the Rights Package, subject to the terms and conditions set out in the draft Sponsorship Agreement, which was available for inspection;
1. THAT **Mr Craig Parks** in his capacity as **Managing Member** of **JCQ Productions**, is authorised to sign this Sponsorship Agreement on behalf of the RECIPIENT and to sign all other documents and perform all other acts on behalf of the RECIPIENT required for implementing the transaction set out in the aforementioned Agreement.

 _____ Craig Parks	Date: 5 FEBRUARY 2021	Place: ROYAL CAPE
 _____ Lauren Parks	Date: 5 FEBRUARY 2021	Place: ROYAL CAPE
 _____ Jamie Parks	Date: 5 FEBRUARY 2021	Place: ROYAL CAPE

ANNEXURE "C"

(THIS PAGE TO BE REPLACED WITH THE EVENTS OR BUSINESS PLAN)

mc
LAP
B



**CITY OF CAPE TOWN (the City)
EVENTS Policy (the Policy)
PROJECT PLAN**

Financial Year (the City's financial year): 1 July ...2020.. to 30 June ...2021...

No.:	DETAILS AND REQUIREMENTS
1.	ORGANISATION:JCQ PRODUCTIONS.....
2.	AIMS AND OBJECTIVES OF ORGANISATION: • OUR AIM IS TO MENTOR, UPSKILL, DEVELOP & PROVIDE A SUSTAINABLE PLATFORM FOR YOUNG & UPCOMING MUSICIANS BASED IN CAPE TOWN. • WE INTEND TO EDUCATE THESE YOUNG MUSICIANS IN ORDER TO EQUIP THEM WITH THE KNOWLEDGE REQUIRED TO MANAGE THEIR CAREERS AS AN EFFICIENT BUSINESS. THIS PROCESS ENTAILS CONSTANT EDUCATIONAL MUSIC, AND ENTERTAINMENT, WORKSHOP MODULES. • ONE OF OUR MAJOR PLANS FOR 2021 IS ASSIST MUSICIANS IN UNDERSTANDING THE IMPORTANT REQUIREMENTS TO OPERATE AS A BUSINESS ENTITY. THIS WILL INCLUDE GIVING THEM AN UNDERSTANDING OF BUSINESS TOOLS REQUIRED IN A SOUTH AFRICAN ENVIRONMENT • FURTHERMORE, ANOTHER IMPORTANT PROCESS IN OUR MISSION IS TO PROVIDE AUDIENCES WITH FRESH ENTERTAINMENT CHOICES IN LIVE MUSIC AND TO ENCOURAGE THESE AUDIENCES TO ENGAGE WITH MUSICIANS AS SUPPORTERS OF THEIR CRAFT AND BY PURCHASING THOSE ARTISTS' PRODUCTS
3.	PROJECT OR PROGRAMME DETAILS: A FOUR DAY JAZZ MUSIC FESTIVAL WHICH INCLUDES TRAINING & MENTORSHIP FOR MUSICIANS VIA WORKSHOPS SCHEDULED IN THE MONTHS LEADING UP TO, and POST THE CAPE TOWN JAZZATHON
3.1	Project or Programme Description – What is the proposed project's focus, purpose or level of intervention? • OUR KEY FOCUS IS DIRECTED AT SOUTH AFRICAN MUSIC, MUSICIANS • LOCKDOWN HAS GIVEN US MANY CHALLENGES AND THUS WE ARE ONLY ABLE TO HOST A LIMITED AMOUNT OF WORKSHOPS AIMED TO UPSKILL MUSICIANS • THE CAPE TOWN JAZZATHON WILL BE A HYBRID EVENT FEATURING LIVE AND RECORDED ACTS AND AUDIENCES.

	• THE PROGRAMME OF MUSICAL PERFORMANCES & ENTERTAINMENT PROVIDES 80% SOUTH AFRICAN & AFRICAN CONTENT. • THE LIVE BROADCAST WILL BE HOSTED FROM THE ARTSCAPE, WHERE BOTH THE LIVE PERFORMANCE AND PREVIOUSLY RECORDED PERFORMANCES WILL BE BROADCAST. THE BROADCASTS WILL BE AVAILABLE GLOBALLY FOR A PERIOD OF 4 DAYS.
3.2	Location/area - Where will this project be carried out? I.e. What is the target area? Target: • DUE TO COVID RESTRICTIONS JAZZATHON WILL BE HOSTED AT ARTSCAPE – WHILE WORKSHOPS WILL BE HOSTED IN VARIOUS AREAS AROUND THE CAPE METRO REGIONS
3.3	Number of attendees and/or participants: How many people attend the event? • AN AVERAGE OF 30,000 PEOPLE ATTEND JAZZATHON OVER A 4 DAY PERIOD. • AT LEAST 250 MUSICIANS PERFORM AT JAZZATHON EVERY YEAR • JAZZATHON EMPLOYS, ON A TEMPORARY BASIS, AT LEAST 25 CREW MEMBERS EVERY YEAR. • WE ALSO ENGAGE A NUMBER (APPROX 15 PAX) OF SERVICE PROVIDERS INCLUDING SOUND & LIGHTING, SECURITY, MEDICS, SALES TEAMS, BRAND ACTIVATION TEAMS AND MARKETING PERSONNEL
3.4	Beneficiaries - Which community (the target community or group) will benefit from this project? Target: • MOST OF THE PARTICIPATING MUSICIANS & THEIR SUPPORTERS COME FROM DISADVANTAGED COMMUNITIES • OUR PROGRAMME THIS YEAR WILL ALSO BENEFIT MUSICIANS IN OUTERLYING AREAS THROUGH OUR WORKSHOP & ONLINE PROGRAMME
3.5	Sponsorship objectives: Which companies are sponsoring the event? • THE CITY OF CAPE TOWN • THE V&A WATERFRONT, • DEPARTMENT OF CULTURAL AFFAIRS & SPORTS • PAR KAN FOUNDATION
3.6	Swot Analysis: Strengths and Weaknesses: • STRENGTH- THE JAZZATHON IS FREE & OPEN TO EVERYONE • STRENGTH - THE JAZZATHON ATTRACTS TOURISTS & LOCAL COMMUNITIES..... • WEAKNESS – NOT ABLE TO PROVIDE SPACE FOR MORE PEOPLE TO WATCH THE LIVE PERFORMANCES • WEAKNESS – THE ABILITY TO TRAVEL TO ARTISTS IN OUTLINING AREAS TO PROVIDE MUCH NEEDED EDUCATIONAL WORKSHOPS • THREAT - LACK OF FUNDING, NO COVER CHARGE, OFFERED FREE TO PUBLIC
3.7	Opportunities: How will you grow your event:

MJC

	OUR REGULAR WORKSHOPS, PROVIDE LEARNING & MENTORSHIP OPPORTUNITIES THROUGH WHICH ENABLES US REACH MUSICIANS IN OUTLYING AREAS. OUR WEBSITE IS A KEY TOOL WHICH PROVIDES A PORTAL TO SPREAD ARTIST INFORMATION ONLINE AND PROVIDE DISTANT LEARNING IN MUSIC BUSINESS EDUCATION. WE HAVE DEVELOPED AN ONLINE STREAMING PLATFORM THAT NOW ALLOWS US TO REACH AN INTERNATIONAL AUDIENCE. ONE OF THE MAJOR PLANS FOR 2021 IS TO HOST A CORPORATE EVENT AT A PRESTIGIOUS VENUE WHICH WILL ALLOW US TO INFILTRATE A WHOLE NEW AUDIENCE.
3.8	Threats: Any concerns about the event: A MAJOR THREAT TO THE EVENT IS THE POTENTIAL OF NOT HAVING A BIGGER VENUE THAT CAN CATER FOR A LARGE AUDIENCE. AS WITH ANY EVENT, FUNDING IS ALWAYS A PROBLEM ESPECIALLY SINCE THE JAZZATHON IS FREE TO PUBLIC AND THUS, WE RELY ON FINANCIAL SPONSORSHIP.
3.9	Marketing and Media: Brief information on the plans (challenges): • THE CAPE TOWN JAZZATHON HAS ALWAYS ACTIVELY SOLICITED SUPPORT FROM THE MEDIA. SINCE THE ADVENT OF SOCIAL MEDIA, WE CONSTANTLY RECEIVE MUCH INTEREST IN THE EVENT. • OUR MEDIA TEAM ENSURES THAT JAZZATHON REACHES ITS AUDIENCE THROUGH ELECTRONIC AND PRINT MEDIA. • OUR WEBSITE AND SOCIAL MEDIA PAGES HAVE HELPED TO ENSURE THAT JAZZATHON INFORMATION IS CONSTATNLY WITHIN THE PUBLIC DOMAIN. • EVERY YEAR WE ENJOY TV COVERAGE, RADIO COVERAGE, THROUGH THE KINDNESS OF STRATEGIC ALLIES IN THE INDUSTRY. POSTER & FLYER DISTRIBUTION IS ONGOING. • OUR SPONSORS WILL HAVE BRANDING OPPORTUNITIES AT THE EVENT AND VIA OUR SOCIAL MEDIA PLATFORMS
3.10	Economic Development and Tourism impact: JAZZATHON IS USUALLY HOSTED AT THE V&A WATERFRONT WHICH IS THE LARGEST AND MOST POPULAR TOURIST DESTINATION IN SOUTH AFRICA. JAZZATHON ATTRACTS BOTH LOCAL AND INTERNATIONAL AUDIENCES SINCE MANY OF THESE TOURISTS REACT POSITIVELY TO THE EVENT. MANY OF THE ARTISTS WHO PERFORMED AT JAZZATHON HAVE BEEN SCOUTED AND RECRUITED TO PERFORM IN OTHER COUNTRIES. THIS YEAR HOWEVER, COVID RESTRICTIONS HAVE SEVERELY IMPACTED OUR EVENT. THE V&A MANAGEMENT HAS INFORMED US OF CONSTANT INCREASES IN REVENUE AROUND THE TIME THAT JAZZATHON IS HOSTED AT THE V&A AND ATTRIBUTES THIS PROFIAILITY TO JAZZATHON'S VAST AUDIENCE ATTENDEES OUR NEXT STEP IS TO PROVIDE POINT OF SALE OPPORTUNITIES TO VENDORS WHOM WE WILL OFFER STALLS TO – SO THAT WE CAN SELL MERCHANDISE IN LARGE AMOUNTS AND AT AFFORDABLE PRICES. THROUGH OUR ONLINE BROADCASTS WHICH FEATURE KEY LOCATIONS, WE ARE ABLE TO INCORPORATE FOOTAGE OF CAPE TOWN TO A BROADER AUDIENCE NATIONALLY AND ABROAD.
3.11	Legacy: THE LEGACY OF JAZZATHON CAN BE FOUND BOTH LOCALLY AND INTERNATIONALLY. TO NAME A FEW OF THE ARTISTS THAT GAINED ACCESS TO MUSICAL ACCLAIM BY PERFORMING AT JAZZATHON WE INCLUDE: CAMERON WARD - TRAVELLED THE WORLD AND ACHIEVED FAME WITH HUGH MASEKELA & YVONNE CHAKA CHAKA JONATHAN RUBAIN – HOSTS HIS OWN TV SHOW & PERFORMS TO SOLD OUT SHOWS OF MORE THAN 10,000 PEOPLE KYLE SHEPHERD – PRODUCES MUSIC FOR MOVIES & TV

JIMMY DLUDLU, SELAELO SELOTA, ALLOU APRIL, JUDITH SEPHUMA, MELANIE SCHOLTZ, CELESTE WILLIAMS AND MANY OTHERS, ALL STARTED THEIR CAREERS AT JAZZATHON AND EACH HAVE BECOME HOUSEHOLD NAMES AND INTERNATIONAL STARS. JAZZATHON WILL CELEBRATE 25 YEARS IN 2021

4. BUDGET

- 4.1 Expenditure Budget** - What is the anticipated expenditure to be incurred on this specific project or programme and what will the money be spent on? **NOTE:** - Transfer funding RECEIVED FROM THE CITY CANNOT BE USED TO FUND salaries and wages, municipal service accounts, telephone accounts, general administration expenses, etc. Any transfer funding that your organisation may receive from the City must only be used to fund expenditure directly related to the approved event ensuring that the target beneficiaries receive the full benefit of the transfer funding which will not happen if any funds are misused or are used to fund the types of expenditure mentioned. Your organisation must fund your own normal operating costs and any structures and other improvements made to your property and / or buildings. Your organisation must be properly registered, established and viable and provide the City with copies of your audited Annual Financial Statements where transfer funding received from the City is R50 000 or above or Income and Expenditure statement where transfer funding is less than R50 000.

No	Details (What will be done or how will the income reflected be utilised?)	Amount (R)
(i)	Workshop Facilitation, Content, Furniture, Equipment, Transport	R40,000
(ii)	Sound, Lighting, Audio Visual, Viewing Screens, Projector	R162,000
(iii)	Media, Marketing, Branding, Design, Print, Advertising & Publicity	R75, 000
(iv)	Event Security, Medical Support, Safety Officer	R35,000
(v)	Sound & Video Equipment for Online Content	R295,000
(vi)	Crew Apparel, radio hire, Accreditation, Signage	R15,000
(vii)	Artist hospitality packs (T.Shirt)	R 35,000
(viii)	Structures & Furniture for Public/VIP Hospitality (where applicable)	R12,000
(ix)	Artists, MCs, Crew, Logistics, Management, Operations.	R165,000
(x)		

TOTAL EVENT OPERATIONS BUDGET – EXPENDITURE –

R834,000-00

- 4.2 Income Budget:** - What are the anticipated income sources for the specific event in order to fund the expenditure?

NO	SOURCES	AMOUNT (R)
4.2.1	TRANSFER FUNDING AND/OR OTHER CITY SUPPORT REQUESTED FOR THIS PROJECT / PROGRAMME	300,000
4.2.2	OWN FUND RAISING BY YOUR ORGANISATION	R180,000
4.2.3	OTHER SOURCES (SPECIFY BELOW) Please provide details and identify the source of the funds e.g. National Government, the Provincial Government: Western Cape, Private Donors and donor organisations etc. and including other sources of funding that your organisation may receive from the City	
(i)	TICKETING/ENTRY FEES	
(ii)	MERCHANDISING	R10,000
(iii)	V&A,	R50,000
(iv)	DCAS,	R75,000
(v)	PAR KAN FOUNDATION	R155,000

MUC

(vi)	
TOTAL BUDGET – INCOME	
	R770,000-00

Duly authorised person of the organisation:

Full Name: ...CRAIG PARKS.....
 RSA ID Number640919 5142 085.....
 PositionFESTIVAL DIRECTOR/PROJECT MANAGER.....
 Signature ... 

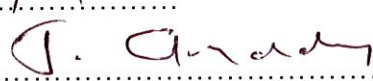
(To be completed by Project manager when Spevco has approved the grant and before the signing of the MOA – Attach this completed project plan to the signed MOA)

Spevco on (ddmmyy) approved the sponsorship funding of R Financial /City/Event Services to the organisation or body identified in Project Plan...

Line Department: - ...Events.....

Project Manager: - ...Josiah Arnoldus.....

Date: - ...3/2/21.....

Signature: - ........

Line Department: -

Project Manager: -

Date: -

Signature: -



DECLARATION

By
JCQ PRODUCTIONS
(Hereinafter referred to as "the RECIPIENT")

Written assurance confirming implementation of financial management and
internal control systems in terms of section 67(1) of the Municipal *Finance
Management Act*

I, **Craig Parks**, in my capacity as, **Managing Member** of the **RECIPIENT**, hereby
confirm that the **RECIPIENT** has in place effective, efficient and transparent financial
management and control systems for the management of the transfer payment from
the Municipality as mentioned in clause 5 of this Agreement.

SIGNED at ROYAL CAPE on this 5TH day

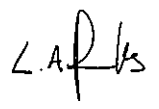
of FEBRUARY 2021.



AS WITNESSES

Mr CRAIG PARKS
MANAGING MEMBER
THE RECIPIENT

1. 

2. 

TRANSFER PAYMENT CHECKLIST

ANNEXURE "E"

NAME OF EVENT:

ORGANISATION NAME:

VENDOR NO:

EMAIL ADDRESS:

TEL NO:

CASH PAYMENT:

PAYMENT DATE:

Required Documentation	YES	NO
Register on CSD		
Income & Expenditure Reports is required if the amount is less than R50 000, if the amount exceeds R50 000 the latest audited Financial statements is required		
Business Plans & Project Plan		
Registration certification		
Valid original Tax clearance certificate		
Proof of banking details (cancelled cheque or 3 months bank statements)		
Check Vendor status (SAP XK03) and print screen with vendor no & bank details		
Vendor Registration Form (if not a vendor) Certified copy required with all supporting documents listed in section 8 of the VRF plus: • declaration of interest (applicable for all vendors) • letter from bank with signatories • Proof of address		
If renting a copy of the lease agreement and the owner's municipal account to be forwarded. The municipal account must be up to date, if not the arrears to be paid in full or arrangements must be made to pay the arrears off and proof to be forwarded.		
Memorandum of agreement to be completed & with ID's of signatories		
Payment Request form to be completed		
A zero rated TAX invoice if beneficiary has a VAT number. Or an Invoice if beneficiary does not have a VAT number. Invoice to be addressed to accounts payable, Private Bag X6, Bellville 7530		
A copy of the MOA with annexures to be given to the beneficiary		

Handwritten signatures and initials:
 J LAP
 MC
 [Signature]
 [Signature]



FSP No. 13147
Vat # 42601 08016
Reg. # 1962/004355/07
Lloyds OMS
Medical Accreditation: ORG 752

01 February 2021

Attention: TO WHOM IT MAY CONCERN

CONFIRMATION OF INSURANCE

We hereby confirm the details of your Events Liability Insurance that we have arranged on your behalf.

NAME OF INSURED:	JCQ Productions CC
CONTRACT REFERENCE:	KEU 28204
TYPE OF COVER:	Events Liability Insurance subject to the terms and conditions and any applicable endorsements as set out in the policy contract
PERIOD of INSURANCE:	04 February 2021 to 06 February 2021 (both days inclusive)
INSURER:	Centriq Insurance Company Limited
LIMIT of INDEMNITY:	R 20,000,000 for Any One Occurrence and R 20,000,000 in the Aggregate iro all third parties
OTHER TERMS:	As per Policy Schedule and Wording

This certificate of currency is accurate at the time of issuance but does not guarantee the continuity of cover past the date on which this is signed. Should you require confirmation that the policy expired or has been cancelled at some future date please contact Carl Greaves Brokers (Pty) Ltd.

A handwritten signature in blue ink, appearing to read 'Beth Greaves', is written over a horizontal line.

Beth Greaves



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

LEGAL SERVICES
CORPORATE ADVISORY SERVICES

Themba Gwadiso
Legal Advisor

T: +27 21 400 5929 F: +27 21 400 5921
E: Themba.Gwadiso@capetown.gov.za

FINALISATION LETTER

DATE: 26 January 2021

TO: EXECUTIVE DIRECTOR: SAFETY AND SECURITY.

IN RE: Jazzathon

OUR REF: n/a

Dear Sirs

1. The finalised agreement in respect to the reference above was furnished to yourself.
2. Legal Services was requested to vet and finalise the above agreement. Client Department was provided with an opportunity to peruse the Agreement and comment on any changes or errors, prior to finalisation. This was accordingly adhered to.
3. Legal Services confirms that the Agreement may be signed by the **Executive Director: Safety and Security**.
4. Please ensure that every page of the Agreement and Annexures are initialled (including the witnesses).
5. Kindly fill in the place and date whereby which this Agreement was signed.
6. **Ensure that all correct Annexures (including the Rights Package) are attached to the Agreement, prior to signature and that the requisite authority has been obtained.**
7. Please provide me with a signed copy of this Agreement, at your earliest convenience.

Thank you for your assistance herein.

Yours faithfully

Themba Gwadiso

Legal advisor

ACTION: R BOSMAN; L DESOUZA-ZILWA, E SASS

SPEV 09/09/20 TOTALSPORTS WOMEN'S RACE - 9 AUGUST 2021

It was **RESOLVED** that this item be **DEFERRED** to the next meeting in order to engage in further discussions with Western Cape Athletics.

**SPEV 10/09/20 ACTION: R BOSMAN; L DESOUZA-ZILWA
TORPEDO SWIMRUN - 15 NOVEMBER 2020**

It was **RESOLVED** that the City **APPROVES** the event financially as well as with City and/or Event Services up to an amount of R100 000, from the Events Budget and waiver of venue costs for City-owned beaches, subject to availability as well as the provision of lifeguards by the Recreation & Parks Department and that the cost be absorbed by the applicable line department. Events Department to approach Environmental Department to engage SANPARKS in discussions to waiver/review of the costs.

ACTION: R BOSMAN; L DESOUZA-ZILWA; O ASMAL; E SASS

SPEV 11/09/20 FREEDOM PADDLE 2020 - 7 NOVEMBER 2020

It was **RESOLVED** that the City **APPROVES** the event financially as well as with City and/or Event Services up to an amount of R100 000, from the Events Budget and waiver the costs of City-owned venue, subject to availability and that the cost be absorbed by the applicable line department.

ACTION: R BOSMAN; L DESOUZA-ZILWA; E SASS

ARTS AND CULTURE

**SPEV 12/09/20 JAZZATHON (CAPE TOWN) - 7 - 10 JANUARY 2021,
ALT DATE: 1 - 4 APRIL 2021**

It was **RESOLVED** that the City **APPROVES** the event financially as well as with City and/or Event Services up to an amount of R300 000, from the Events Budget.

ACTION: R BOSMAN; L DESOUZA-ZILWA

Internal Contract Administration Form

Directorate:	Safety and Security
<i>This completed form must accompany all contracts requiring the signature of ED: Safety and Security. Each contract must be checked for compliance and the applicable DMT member must sign this form before submission to the ED's office.</i>	

Agreement with:	Reason / Name of Event:
JCQ Productions	Jazzathon

Department:	☒	Agreement Type:	☒
		Service Level Agreement	
		Sponsorship Agreement	☒
Events	☒	Section 67 Cash Transfer Agreement	
		Consultant	
		Rental Agreement	
		Film Agreement	
		Host City Agreement	
		City Services Agreement	
		Other	
<i>If other, indicate type of agreement:</i>			

Agreement Status:	Name of Legal Advisor:	Proof attached
		☒
Vetted by Legal Services	Themba Gwadiso	☒
Unvetted		

Contract compliance checks:		☒
<i>Before ED signs, ensure steps 1, 2 and 3 are completed</i>		
1.	Signed and dated by EO / other party	☒
2.	Two witnesses	☒
3.	Each page initialled by all of the above	☒
4.	Rights Package	☒
5.	Business Plan	☒
6.	Approval	☒
7.	Public Liability	☒
8.	Constitution (if applicable)	
9.	Signature Authorisation Letter (if applicable)	
10.	Final check by Rowelna Williams	RAW
11.	Signed and dated by ED: Safety and Security and Events	
12.	Two witnesses	
13.	Each page initialled by all of the above	

Name of Manager/ Prof Officer	Signature	Date
Josiah Arnoldus	<i>J. Arnoldus</i>	9/2/24