



## SPONSORSHIP CONTRACT

No. \_\_\_\_\_ dated \_\_\_\_\_

### CHAPTER I – CONTRACTING PARTIES

This contract is concluded between:

**S.C.** \_\_\_\_\_, headquartered in \_\_\_\_\_, Str. \_\_\_\_\_, **No.** \_\_\_\_\_, **Bl.**, Ap. \_\_\_\_\_, Tel/Fax \_\_\_\_\_, E-mail \_\_\_\_\_, Tax Code no. \_\_\_\_\_, registered with the Trade Registry under no. \_\_\_\_\_, holder of the bank account no. \_\_\_\_\_, opened at \_\_\_\_\_, represented by Mr. \_\_\_\_\_, acting as \_\_\_\_\_, hereinafter referred to as the **SPONSOR**.

**AND**

**ASSOCIATION DOG ASSIST**, headquartered in Cluj-Napoca, Str. Măceșului, no. 16, Cluj County, Tax Code no. 32020359, holding IBAN account no. RO14 BTRL RONCRT 0217324801, opened at Banca Transilvania, represented by Mr. George-Doru Moșoia, acting as President, hereinafter referred to as the **BENEFICIARY**.

### CHAPTER II – CONTRACT OBJECT

**Art.1.** The object of this contract is the sponsorship of Dog Assist Association's activities by S.C. \_\_\_\_\_.

**Art.2.** S.C. \_\_\_\_\_, as sponsor, offers the amount of \_\_\_\_\_ RON.

**Art.3.** Dog Assist Association undertakes to use the amount or material goods subject to this sponsorship exclusively for carrying out its authorized activities.

**Art.4.** The funds provided by the Sponsor to the Beneficiary originate from revenues obtained through authorized activities.

### CHAPTER III – CONTRACT DURATION

**Art.5.** This contract is concluded for a period of \_\_\_\_\_, starting from \_\_\_\_\_.

**Art.6.** The sponsorship shall be made available to the Beneficiary in full by \_\_\_\_\_, or in installments, as follows: \_\_\_\_\_.

**Art.7.** The Beneficiary declares that it is a nonprofit legal entity and carries out activities in the fields provided by Art.4 of Sponsorship Law no. 32/1994.

#### CHAPTER IV – SPONSORSHIP FUNDS

**Art.8.** Financial means in the amount of \_\_\_\_\_ RON. The sponsorship amount shall be transferred to the Beneficiary's account IBAN RO14 BTRL RONCRT 0217324801, opened at Banca Transilvania.

#### CHAPTER V – SPONSOR'S RIGHTS AND OBLIGATIONS

##### **Rights**

**Art.9.** The Sponsor has the right to publicly announce the sponsorship activity of the Beneficiary under this contract by promoting its name, brand, emblem, or image.

##### **Obligations**

**Art.10.** The Sponsor shall not condition or influence the Beneficiary's activities in the field for which sponsorship is granted.

**Art.11.** The Sponsor undertakes not to disclose to third parties any information regarding the Beneficiary's activity.

**Art.12.** The Sponsor shall record in its accounting records the amounts granted to the Beneficiary under this contract.

#### CHAPTER VI – BENEFICIARY'S RIGHTS AND OBLIGATIONS

##### **Rights**

**Art.13.** To collect the sponsorship amount under the conditions of this contract.

**Art.14.** The Beneficiary has the right to carry out the activity/activities for which it received the sponsorship without interference or conditions from the Sponsor.

##### **Obligations**

**Art.15.** The Beneficiary shall promote the Sponsor's name, brand, emblem, and image when informing the public about the sponsorship activity.

**Art.16.** By making the sponsorship public, the Beneficiary shall not harm the Sponsor's activity, public morals, or public order.

**Art.17.** The Beneficiary shall manage the funds and goods received exclusively for the purpose for which they were granted.

**Art.18.** The Beneficiary shall record in its accounting records the amounts received as sponsorship under this contract.

#### CHAPTER VII – LEGAL BASIS

**Art.19.** This contract is concluded under the provisions of the New Civil Code, Law no. 32/02.08.1994 on Sponsorship, and Order no. 994/02.08.1994 of the Ministry of Finance, published in the Official Gazette no. 211/11.09.1994, and the parties undertake to comply with the obligations stipulated therein.

**Art.20.** None of the provisions of this contract shall be interpreted as creating any obligation for the Beneficiary to render any service or perform any other act in favor of the Sponsor or a third party in exchange for the sponsorship.

#### CHAPTER VIII – CONFIDENTIALITY

**Art.21.** The Parties undertake not to disclose the contractual clauses of this agreement to third parties, except where required by law.

#### CHAPTER IX – TERMINATION OF THE CONTRACT

**Art.22.** This contract may terminate in the following cases:

- by execution, upon expiry of its duration;
- by termination as of right, without court intervention, at the request of one party in case of failure or improper performance by the other party of the contractual obligations, with liability for damages;
- by mutual agreement of the parties, expressed in writing.

#### CHAPTER X – FORCE MAJEURE AND FORTUITOUS EVENT

**Art.23.** Force majeure, defined as an external, unforeseeable, absolutely invincible, and inevitable event occurring after the entry into force of the contract, preventing one or both parties from fulfilling their contractual obligations, shall exempt the invoking party from liability under the law.

**Art.24.** A fortuitous event, defined as an unforeseeable and unavoidable event for which the liable party could not be held responsible if the event had not occurred, taking place after the entry into force of the contract, shall exempt the invoking party from liability under the law.

**Art.25.** The party invoking force majeure or fortuitous event must provide proof to the other party by presenting a certificate issued by the competent authorities, within no more than 30 days from the cessation of the event. Exoneration of liability applies only for the certified duration of the event.

#### CHAPTER XI – DISPUTES

**Art.26.** Any disputes arising from the execution or interpretation of this contract shall be settled amicably, failing which the competent courts shall have jurisdiction.

#### CHAPTER XII – SPECIAL CLAUSES

**Art.27.** The provisions of this contract may be suspended, supplemented, or amended with the written agreement of the parties, through addenda that shall form an integral part of this contract, becoming binding on both parties.

**Art.28.** Neither party may assign rights established under this contract without the prior written consent of the other party, under penalty of nullity of the assignment.

**Art.29.** The Beneficiary declares that it has full legal capacity to conclude this contract and that no circumstance of any nature exists that could affect or oppose its valid conclusion.

**Art.30.** This contract has been executed in 2 (two) original copies of equal legal value, one for each contracting party, today \_\_\_\_\_.

#### **SPONSOR**

S.C. \_\_\_\_\_  
Director \_\_\_\_\_  
Chief Accountant \_\_\_\_\_

#### **BENEFICIARY**

Dog Assist Association  
President,