

Advertising Agreement

Between:

Shelley Point Homeowners Association (SPHOA)

And

_____ (the Advertiser)

1. Purpose

This Agreement governs the application, display, and maintenance of Advertising within the perimeter of the Estate, including the Golf course.

2. Definitions

- 2.1 Advertiser:** The individual or entity granted permission to display its Advertising.
- 2.2 Advertising:** Any sign, structure, or display erected for promotional purposes.
- 2.3 Golf course:** All fairways, greens, tees, pathways, and adjoining areas under the SPHOA's management.

3. Rights & Obligations of the SPHOA

The SPHOA shall:

- 3.1 approve or reject Advertising proposals at its sole discretion.
- 3.2 allocate Advertising positions at its sole discretion.

4. Rights & Obligations of the Advertiser

The Advertiser shall:

- 4.1 obtain all necessary municipal approvals under the Saldanha Bay Municipality Outdoor Advertising and Signage By-Law.
- 4.2.1 be responsible for the design, manufacture, installation, maintenance, and removal of Advertising.
- 4.3 maintain public liability insurance for damages or injuries caused by its Advertising.
- 4.4 indemnify the SPHOA against any claims relating to the legality and safety of its Advertising.
- 4.5 adhere to the SPHOA Advertising Policy.

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5. Duration & Termination

- 5.1 This initial agreement shall remain in effect for a period of six (6) months and may be renewed for an additional twelve-month term at the applicable fee schedule in force at the time of renewal from 1 October yearly.
- 5.2 SPHOA may terminate the agreement if the Advertiser breaches the Advertising Policy or local by-laws.

6. Fees & Payment terms

- 6.1 The Advertiser shall, in addition to the annual fee, pay a non-refundable placement fee, payable upfront, for the right to display Advertising in the Estate.
- 6.2 If the Advertiser intends to renew the Agreement, the annual renewal fee must be paid prior to the beginning of the renewal term.
- 6.3 Depending on the nature and location of the Advertising, additional fees may apply, including but not limited to:
- a) Premium location fee: Advertising in high-visibility or exclusive areas.
 - b) Special event fee: Advertising during temporary, organised activities in the Estate.

7. Compliance & Enforcement

The SPHOA may remove Advertising that is non-compliant with the Advertising Policy, unsafe, offensive or unlawful.

8. General Provisions

- 8.1 This Agreement constitutes the entire agreement between the parties.
- 8.2 Any amendments must be in writing.
- 8.3 This Agreement is governed by South African law.

Signed at Shelley Point on this ____ day of _____ 20__.

For the SPHOA: _____

For the Advertiser: _____

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Annexure A: SPHOA Advertising Policy

This Policy is subject to the provision of paragraph 4.5 of the SPHOA General Rules and may be reviewed and amended by the SPHOA as necessary to ensure the aesthetic, safety, and community standards of the SPHOA are upheld.

1 Permitted Advertising

- 1.1 All advertising applications and content must be submitted to the SPHOA for prior written approval before installation. Please submit to admin@sphoa.co.za
- 1.2 No advertising may be displayed until written approval has been granted.
- 1.3 No third-party or political advertising will be permitted.
- 1.4 SPHOA reserves the right to approve or reject any advertising content at its sole discretion, considering community standards, safety, and compliance with applicable laws and municipal by-laws.
- 1.5 SPHOA may require amendments to the proposed content to ensure advertising is not offensive, misleading, unlawful or contrary to the interests of the SPHOA.
- 1.6 Any changes to submitted advertising content must be re-submitted for approval. Failure to obtain approval or to comply with the required amendments may result in the immediate removal of advertising at the advertiser's expense and may constitute grounds for termination of the Agreement.

2 Advertising Specifications

- 2.1 The dimensions, orientation, and overall presentation of advertisements will be determined by the specific location in which they are placed. The advertiser acknowledges that variations in size, width, and format may be required to accommodate available space, landscaping, safety considerations, and applicable municipal by-laws or industry standards.
- 2.2 Material: Durable, weather-resistant, and non-reflective.
- 2.3 Colour scheme: Neutral tones only; neon or highly reflective colours are prohibited. Printing and boards to be done by Wespunt drukkers.

3 Placement

- 3.1 Advertising boards may only be placed in designated advertising zones, as approved by the SPHOA Trustee Committee.
- 3.2 Placement of Advertising will be subject to operational requirements, community aesthetics, right of access and safety requirements.
- 3.3 Boards must not obstruct scenic views, Estate signage, or interfere with golf course play.

4 Approval & Permits

- 4.1 All advertising requires prior written approval from the SPHOA Trustee Committee.
- 4.2 Advertisers must submit proof of the Saldanha Bay Municipality permit, where applicable.

5 Advertising Fees

- 5.1 Advertising fees will be levied in accordance with a Fee Schedule adopted by the Trustee Committee.
- 5.2 The Fee Schedule is subject to change and annual review by the Trustee Committee.
- 5.3 Revised fees will take effect from the date specified by the Trustee Committee.

6 Maintenance

- 6.1 Advertisers must keep advertising signage clean, safe, and presentable at all times.
- 6.2 Damaged or weathered signage must be repaired or removed within 7 (seven) days of receiving notice.
- 6.3 Failure to comply may result in immediate removal of signage by the SPHOA and forfeiture of advertising fees.

7 Environmental & Safety Considerations

- 7.1 Boards must not damage vegetation, wildlife habitats, or estate infrastructure.
- 7.2 Signage deemed unsafe, offensive, or unlawful may be removed immediately by the SPHOA without notice.

8 Compliance

- 8.1 Non-compliance with the SPHOA Advertising Policy may result in removal of signage and forfeiture of advertising fees.
- 8.2 Repeat non-compliance may lead to suspension of advertising privileges and additional penalties.

Annexure B: Fee Schedule

The below Fee Schedule may be amended from time to time.

Fee Type	Amount (ZAR)	Payment Terms	Conditions
Application Fee	R100	Payable on submission of Advertising application.	Non-refundable;
Annual Advertising Fee Big Board (1000 x 1000)	R582 per board per month	Payable in advance, renewable yearly	Subject to SPHOA approval and municipal permit, where required.
Late Payment Penalty	R250	Applied if annual fee not paid by renewal date.	Added to next invoice.
Signage Removal Fee	R750	Charged if signage is removed by SPHOA for non-compliance.	Payable on removal of advertising.
Premium location Fee	R2 000 Once off	Charged for premium advertising locations, which include high visibility or high traffic areas.	Charged in addition to the annual advertising fee, and application fee (where applicable).
Special event Fee	R2 500	Charged for advertising during temporary, organised activities within the Estate.	Charged in addition to the annual advertising fee, and application fee (where applicable).
Annual Advertising Fee Small Board (1000 x 400)	R291 per board per month	Payable in advance, renewable yearly.	Subject to SPHOA approval and municipal permit, where required

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Fee Type	Amount (ZAR)	Payment Terms	Conditions
Golf Course Boards	R200 per board per month	Payable in advance, renewable yearly.	Subject to SPHOA approval and municipal permit, where required
Golf Course Boards Application fee	R100	Payable on submission of Advertising application.	Non-refundable;

New Sizes for Advertising Boards:

