

CROWDFUNDING AGREEMENT

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This Crowdfunding Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CREATOR LEGAL NAME], a [STATE] [ENTITY TYPE or "individual"] located at [CREATOR ADDRESS] (the "**Creator**"); and

[BACKER LEGAL NAME], located at [BACKER ADDRESS] (the "**Backer**").

Creator and Backer are each a "**Party**" and together the "**Parties**."

Recitals. The Creator is conducting a rewards-based crowdfunding campaign for [PROJECT NAME / DESCRIPTION] (the "**Project**") on [PLATFORM NAME, e.g. the platform's website] (the "**Platform**"). The Backer wishes to support the Project by making a financial pledge in exchange for a reward described below. This Agreement is a rewards-based crowdfunding contract; it is **not** an offer or sale of any security, equity, debt, or investment interest, and the Backer is not acquiring any ownership of, profit interest in, or right to repayment from the Project or the Creator. In consideration of the mutual promises below, the Parties agree as follows.

1. Nature of the Pledge

1.1 Pledge. The Backer agrees to pledge [\$ PLEDGE AMOUNT] (the "**Pledge**") in support of the Project at the reward tier selected by the Backer.

1.2 Not an investment. The Backer acknowledges that the Pledge is a contribution toward the Project in exchange for the reward described in Section 2, and that the Backer is not purchasing a security or equity interest and has no expectation of profit, dividends, interest, or repayment of the Pledge.

1.3 No control. The Backer has no ownership stake, voting right, management authority, or other control over the Creator, the Project, or how the Creator uses funds, except as expressly stated in this Agreement.

2. Rewards

2.1 Reward tier. In exchange for the Pledge, and subject to the conditions in this Agreement, the Creator will provide the Backer with the following reward (the "**Reward**"): [DESCRIBE REWARD AND TIER, e.g. one unit of the product, early access, recognition].

2.2 Estimated delivery. The Creator estimates that the Reward will be delivered on or about [ESTIMATED DELIVERY DATE]. This date is a good-faith estimate, not a guarantee, and may change as the Project develops.

2.3 Shipping and information. The Backer will provide accurate shipping and contact information when requested. The Creator is not responsible for failed delivery caused by inaccurate or outdated information the Backer provides.

2.4 Shipping costs and taxes. Unless the reward tier states otherwise, the Backer is responsible for any shipping, customs, duties, or taxes applicable to delivery of the Reward to the Backer's location.

3. Use of Funds

3.1 Purpose. The Creator will use pledged funds, taken together with other funds raised, to develop, produce, and deliver the Project and its Rewards, and to cover reasonable related costs (including Platform and payment-processing fees).

3.2 No guarantee of outcome. The Backer understands that the Project involves risk, that crowdfunding supports work that is not yet complete, and that the Creator does not guarantee that the Project will be completed exactly as described or on the estimated timeline.

3.3 Funding model. This campaign uses an **[ALL-OR-NOTHING / KEEP-WHAT-YOU-RAISE]** funding model. **[For all-or-nothing: If the campaign does not reach its stated goal of \$ GOAL AMOUNT by DATE, pledges are not collected and no Reward obligation arises.]**

4. Charges and Refunds

4.1 When charged. The Pledge will be charged **[at campaign close / on pledge / as the Platform processes it]**, in accordance with the Platform's terms.

4.2 Refund policy. Refunds are governed by this Section and by applicable consumer-protection law, which varies by jurisdiction: (a) the Backer may request a refund before **[DATE / campaign close]**; (b) if the Creator cancels the Project before delivering any Reward, the Creator will make commercially reasonable efforts to refund undelivered pledges, less any non-recoverable Platform and processing fees, to the extent funds remain; and (c) nothing in this Agreement limits any non-waivable refund or cancellation right the Backer has under applicable law.

4.3 Platform terms control charging. The mechanics of collecting, holding, and refunding pledges are subject to the Platform's terms of service, which the Backer also agrees to.

5. Project Changes and Delays

5.1 Updates. The Creator will provide reasonable periodic updates on the Project's progress through the Platform or by **[EMAIL / OTHER CHANNEL]**.

5.2 Changes. The Creator may make reasonable changes to the Project's design, features, materials, or specifications that do not materially reduce the value of the Reward. The Creator will notify Backers of any material change.

5.3 Delays. If the Creator cannot deliver by the estimated date, the Creator will notify Backers, explain the reason, and provide a revised estimate. Delay alone is not a breach if the Creator continues to work toward completion in good faith.

5.4 Inability to complete. If the Creator determines the Project cannot be completed, the Creator will notify Backers, account for how funds were used, and handle remaining funds and refunds as described in Section 4.

6. Intellectual Property and Publicity

6.1 Creator ownership. The Creator retains all intellectual property in the Project, the Reward, and related materials. The Backer receives only the Reward described, and no license to reproduce, manufacture, or resell it beyond ordinary personal use.

6.2 **Backer recognition.** If the reward tier includes recognition (for example, listing the Backer's name as a supporter), the Backer authorizes the Creator to use the name or other agreed information solely for that recognition. The Backer may decline public recognition by notifying the Creator.

7. Disclaimers and Limitation of Liability

7.1 **As-is rewards.** Except for any warranty required by applicable law or expressly stated in writing, Rewards are provided "as is," and the Creator disclaims implied warranties to the fullest extent permitted by law.

7.2 **Limitation.** To the fullest extent permitted by applicable law, the Creator's total liability to the Backer arising out of or related to this Agreement will not exceed the amount of the Backer's Pledge actually collected, and the Creator is not liable for indirect, incidental, special, or consequential damages.

7.3 **Backer's risk acknowledgment.** The Backer affirms that the Backer has read and understands the risks described in this Agreement and pledges with that understanding.

8. General Provisions

8.1 **Entire agreement; amendment.** This Agreement, together with the Project description and the Platform's terms, is the entire agreement between the Parties on its subject. It may be amended only by a writing signed by both Parties or by a material update the Creator posts and the Backer accepts.

8.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE], except where applicable consumer law gives the Backer a non-waivable right to a different forum.

8.3 **Notices.** Notices may be given through the Platform's messaging or to the addresses or email above, and are effective on receipt.

8.4 **Assignment.** The Backer may not assign this Agreement. The Creator may assign it to a successor that assumes the obligation to deliver Rewards.

8.5 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

8.6 **Counterparts and electronic acceptance.** This Agreement may be accepted electronically and in counterparts, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed or electronically accepted this Agreement as of the Effective Date.

CREATOR	BACKER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title (or N/A): [TITLE]	Title (or N/A): N/A

Date: _____

Date: _____

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