

PODCAST SPONSORSHIP AGREEMENT

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

[PODCAST OWNER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or an individual residing at [ADDRESS]) that produces and distributes the podcast titled [PODCAST NAME] (the "**Show**") ("**Publisher**"); and

[SPONSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SPONSOR ADDRESS] ("**Sponsor**").

Publisher and Sponsor are each a "**Party**" and together the "**Parties**."

Recitals. Publisher produces and distributes the Show to its audience across one or more podcast platforms and channels. Sponsor wishes to promote its products or services to the Show's audience through advertising placements, and Publisher wishes to deliver those placements, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Campaign and Placements

1.1 **Campaign.** Publisher will produce and deliver the advertising placements described in this Agreement and in any attached insertion order or schedule (the "**Campaign**") promoting Sponsor's products, services, or brand (collectively, the "**Advertised Offering**").

1.2 **Placements.** The Campaign consists of the following ad placements (the "**Placements**"): [NUMBER] pre-roll spots, [NUMBER] mid-roll spots, and [NUMBER] post-roll spots, each approximately [e.g. 30 / 60] seconds in length, to run in episodes published between [START DATE] and [END DATE].

1.3 **Read format.** Placements will be delivered as [HOST-READ / PRODUCER-READ / PRE-PRODUCED SPOT supplied by Sponsor]. For host-read spots, the host will read from talking points supplied by Sponsor but may adapt them into the host's natural voice, provided the adaptation does not change a material claim about the Advertised Offering.

1.4 **Episodes and reach.** Placements will appear in episodes numbered [RANGE] or in episodes published during the Campaign window. Publisher represents that the Show's average per-episode downloads over the [NUMBER] days before the Effective Date were approximately [NUMBER], but does not guarantee any specific download, listen, or impression count unless stated in Section 1.5.

1.5 **Performance commitment (optional).** [OPTIONAL: Publisher commits to deliver a minimum of [NUMBER] downloads attributable to the sponsored episodes within [NUMBER] days of publication. If actual downloads fall short, Publisher will provide make-good Placements in later episodes at no additional charge.]

2. Content, Approval, and Disclosure

2.1 Sponsor materials. Sponsor will provide talking points, scripts, promo codes, tracking URLs, logos, and any pre-produced audio (the "**Sponsor Materials**") no later than **[NUMBER]** days before the scheduled publication date for each affected episode.

2.2 Approval of reads. **[OPTIONAL: Publisher will submit a draft or recording of each host-read Placement for Sponsor's approval at least [NUMBER] business days before publication. Sponsor will approve or request reasonable changes within [NUMBER] business days; if Sponsor does not respond in that time, the Placement is deemed approved.]**

2.3 Editorial independence. Sponsorship does not give Sponsor control over the Show's editorial content outside the Placements. Publisher retains final editorial control over all non-advertising content.

2.4 Required disclosures. Publisher will clearly and conspicuously disclose the paid nature of each Placement in a manner consistent with applicable advertising and consumer-protection rules and the policies of the platforms on which the Show is distributed. Each Party is responsible for ensuring that the claims it supplies about the Advertised Offering are truthful and not misleading.

2.5 Prohibited content. Publisher is not required to make any statement it reasonably believes is false, misleading, defamatory, or unlawful. Sponsor will not require Placements that disparage identifiable third parties without a reasonable factual basis.

3. Fees and Payment

3.1 Sponsorship fee. Sponsor will pay Publisher a total fee of **[AMOUNT]** in **[CURRENCY, e.g. US dollars]** for the Campaign, calculated as **[FLAT FEE / \$[RATE] CPM × guaranteed downloads / per-Placement rate]**.

3.2 Payment schedule. Sponsor will pay **[e.g. 50%]** on signing and the balance within **[NUMBER, e.g. 30]** days after the final Placement publishes, or as otherwise stated in the insertion order.

3.3 Invoicing. Publisher will invoice Sponsor **[ON SIGNING / MONTHLY / ON COMPLETION]**. Sponsor will pay each undisputed invoice within **[NUMBER]** days of the invoice date.

3.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Publisher may pause future Placements on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

3.5 Taxes. Fees are exclusive of taxes. Sponsor is responsible for any sales, use, or similar taxes arising from the Campaign, except taxes based on Publisher's net income.

4. Tracking and Reporting

4.1 Reporting. Publisher will provide Sponsor with a report after the Campaign showing, where available, episode-level download or listen counts for the sponsored episodes and any data from promo codes or tracking URLs supplied by Sponsor.

4.2 Data limitations. The Parties acknowledge that podcast analytics are estimates derived from third-party platforms and are not guaranteed to be exact. Publisher is responsible only for data within its reasonable control.

4.3 Promo codes and attribution. Sponsor will honor the promo code or discount described in the Sponsor Materials for the period stated. Attribution of sales to the Campaign will be measured using **[PROMO CODE / VANITY URL / SPONSOR'S ANALYTICS]**.

5. Intellectual Property and Licenses

5.1 Sponsor license to Publisher. Sponsor grants Publisher a non-exclusive, royalty-free license to use the Sponsor Materials, including Sponsor's name, logos, and trademarks, solely to produce and distribute the Placements during the Campaign and to keep the sponsored episodes available in the Show's archive.

5.2 Publisher ownership. Publisher owns the Show, its episodes, its name, and its feed. Nothing in this Agreement transfers ownership of the Show to Sponsor.

5.3 Archive and evergreen. Sponsored episodes may remain available in the Show's back catalog indefinitely with the Placements intact, unless the Parties agree in writing to remove or replace a Placement.

5.4 No implied endorsement beyond Placements. Except for the Placements, neither Party may use the other's name or marks to imply a broader endorsement or partnership without prior written consent.

6. Representations and Warranties

6.1 Mutual. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

6.2 By Sponsor. Sponsor represents that the Sponsor Materials and the claims about the Advertised Offering are truthful and not misleading, that it owns or has the rights to the Sponsor Materials, and that the Advertised Offering may lawfully be advertised to the Show's audience.

6.3 By Publisher. Publisher represents that it controls the Show and has the right to insert the Placements, and that it will perform the Campaign in a professional manner.

7. Exclusivity and Term

7.1 Term. This Agreement begins on the Effective Date and continues until the Campaign is complete and all amounts are paid, unless terminated earlier under Section 8.

7.2 Category exclusivity (optional). [OPTIONAL: During the Campaign window, Publisher will not run paid Placements for a direct competitor of Sponsor in the [CATEGORY] category. This exclusivity does not apply to pre-existing sponsorship commitments or to non-paid mentions.]

7.3 Renewal. The Parties may renew or extend the Campaign by a written insertion order or amendment signed by both Parties.

8. Termination

8.1 For convenience. Either Party may terminate this Agreement for convenience on [NUMBER] days' prior written notice. Publisher will deliver, and Sponsor will pay for, all Placements published or scheduled before the effective date of termination.

8.2 For cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

8.3 Effect of termination. On termination, Sponsor will pay Publisher for all Placements delivered through the effective date. Sections 5 (for published episodes), 6, 9, 10, and 11 survive termination.

9. Indemnification

9.1 By Sponsor. Sponsor will defend and indemnify Publisher against third-party claims arising from the Sponsor Materials or the Advertised Offering, including claims of false advertising, infringement, or product liability.

9.2 **By Publisher.** Publisher will defend and indemnify Sponsor against third-party claims arising from Publisher's non-advertising content or from Publisher's material departure from the approved Sponsor Materials.

9.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or an admission on the indemnified Party without its consent.

10. Limitation of Liability

10.1 **Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue, even if advised of the possibility.

10.2 **Liability cap.** Except for the indemnification obligations in Section 9 and a Party's gross negligence or willful misconduct, each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable for the Campaign.

11. General Provisions

11.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

11.2 **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].

11.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

11.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

11.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

11.6 **Entire agreement; amendment.** This Agreement, together with any insertion order, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

11.7 **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.

11.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

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

PUBLISHER

SPONSOR

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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