

SPONSORSHIP ACTIVATION AGREEMENT

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

[SPONSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [SPONSOR ADDRESS] (the "**Sponsor**"); and

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

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

Recitals. Property owns or controls the event, team, venue, program, or platform identified as [NAME OF EVENT / PROPERTY] (the "**Sponsored Property**"). Sponsor wishes to obtain sponsorship rights and to carry out activation activities in connection with the Sponsored Property to promote its brand. Property is willing to grant those rights and support those activations on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Sponsorship Rights

1.1 Grant of rights. Property grants Sponsor the sponsorship rights, benefits, and designations described in **Exhibit A** in connection with the Sponsored Property during the Term, which may include category designation, signage, naming, hospitality, media mentions, and similar benefits (the "**Rights**").

1.2 Designation. During the Term, Sponsor may describe itself as a "[official sponsor / presenting partner / category sponsor]" of the Sponsored Property, as stated in **Exhibit A**, and Property will refer to Sponsor in that capacity in customary materials.

1.3 Category exclusivity. Property grants Sponsor exclusivity in the product or service category of [CATEGORY], meaning Property will not grant competing sponsorship rights in that category during the Term, except [carve-outs, or "none"]. [Delete if non-exclusive.]

1.4 No transfer of ownership. The Rights are a license for the Term only and do not transfer any ownership in the Sponsored Property or its intellectual property to Sponsor.

2. Activation Deliverables

2.1 Activation plan. Sponsor and Property will carry out the activation activities described in **Exhibit B** (the "**Activations**"), which may include on-site experiences, branded zones, sampling, contests, digital and social content, and co-branded promotions.

2.2 Responsibilities. **Exhibit B** allocates each Activation task to Sponsor or Property, with deadlines. Each Party will perform its assigned tasks in a professional manner and will reasonably cooperate to deliver the Activations.

2.3 Approvals. Each Party will submit activation creative, branding, and messaging that uses the other's marks for the other's reasonable prior approval, not to be unreasonably withheld or delayed. Approval of a recurring element may be given once for the Term.

2.4 Space and access. Property will provide the agreed space, access, power, credentials, and operational support needed for the Activations at the Sponsored Property, as detailed in **Exhibit B**.

3. Sponsorship Fees and Value-in-Kind

3.1 Sponsorship fee. Sponsor will pay Property a sponsorship fee of **[AMOUNT]** (the "**Fee**"), payable **[in full on signing / per the schedule in Exhibit A]**.

3.2 Value-in-kind. If Sponsor provides products, services, or media as part of the consideration ("**Value-in-Kind**"), **Exhibit A** describes the Value-in-Kind and its agreed value.

3.3 Activation budget. Each Party bears the cost of the Activation tasks assigned to it in **Exhibit B**, unless **Exhibit B** states a shared budget and allocation.

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, from the due date until paid.

4. Trademarks and Brand Use

4.1 License grant. Each Party grants the other a non-exclusive, royalty-free license to use its names, logos, and marks (the "**Marks**") solely as needed to deliver the Rights and Activations under this Agreement.

4.2 Brand guidelines. Each Party will use the other's Marks in accordance with the other's reasonable brand guidelines and only in approved materials. All goodwill from use of a Party's Marks inures to that Party.

4.3 No disparagement; reputation. Neither Party will use the Activations or the other's Marks in a manner that is unlawful, misleading, or reasonably likely to harm the other's reputation.

5. Measurement and Reporting

5.1 Reporting. Following the Sponsored Property's run or event, Property will provide Sponsor a recap report covering the agreed metrics, such as attendance, impressions, engagement, and delivery of the Rights, as described in **Exhibit B**.

5.2 Shortfall remedies. If a contracted, measurable benefit is not delivered, Property will provide a make-good of comparable value or a pro-rata credit, which is Sponsor's exclusive remedy for the shortfall.

6. Insurance, Indemnification, and Liability

6.1 Insurance. Each Party will maintain commercial general liability insurance of at least **[AMOUNT]** per occurrence covering its activities under this Agreement and, on request, will name the other as an additional insured and provide a certificate.

6.2 Mutual indemnification. Each Party will defend and indemnify the other against third-party claims arising from the indemnifying Party's negligence, willful misconduct, breach of this Agreement, or its own products, services, or Activations, subject to prompt notice and reasonable cooperation.

6.3 Limitation of liability. Except for indemnification obligations and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's aggregate liability is limited to the total Fee paid or payable under this Agreement.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues through **[END DATE / completion of the Sponsored Property's run]**, unless terminated earlier under this Section (the "**Term**").

7.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 15]** days after written notice describing the breach.

7.3 Cancellation of the Sponsored Property. If the Sponsored Property is cancelled, postponed, or materially reduced, the Parties will work in good faith to reschedule or to provide a substitute benefit; failing that, Property will refund the portion of the Fee allocable to the undelivered Rights.

7.4 Effect of termination. On termination, Sponsor will stop using the Rights and Marks, and Property will refund or credit any prepaid Fee allocable to Rights not yet delivered. Accrued amounts remain payable.

8. General Provisions

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

8.2 Confidentiality. Each Party will keep confidential the non-public terms of this Agreement and any confidential information it receives, and will use it only to perform under this Agreement.

8.3 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]**.

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

8.5 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; this Section is subject to Section 7.3 for cancellation of the Sponsored Property.

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

8.7 Entire agreement; amendment. This Agreement, including its Exhibits, 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.

8.8 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.

8.9 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.

SPONSOR

PROPERTY

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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