

SPONSORSHIP AGREEMENT

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

[ORGANIZATION LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. nonprofit corporation] recognized as tax-exempt under [applicable tax-exemption status, e.g. Internal Revenue Code Section 501(c)(3)], with its principal place of business at [ORGANIZATION ADDRESS] (the "**Organization**"); and

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

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

Recitals. The Organization is hosting or operating [DESCRIBE — e.g. the [EVENT NAME] event / the [PROGRAM NAME] program] (the "**Event**") in furtherance of its charitable mission. The Sponsor wishes to support the Event and receive the acknowledgment and benefits described below, and the Organization wishes to accept that support, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Sponsorship and Term

1.1 Sponsorship. The Sponsor agrees to provide the support described in Section 2, and the Organization agrees to provide the acknowledgment and benefits described in Section 3, in connection with the Event (the "**Sponsorship**").

1.2 Sponsorship level. The Sponsor's level is [LEVEL, e.g. Title / Presenting / Gold / Community], as further described in **Exhibit A** if attached.

1.3 Term. This Agreement begins on the Effective Date and continues until the Parties complete their obligations for the Event, unless ended earlier under Section 7. [For a recurring or multi-event sponsorship, state the term and any renewal here.]

1.4 Exclusivity. The Sponsorship [is / is not] exclusive within the Sponsor's industry category of [CATEGORY]. If exclusive, the Organization will not grant a sponsorship of equal or higher level to a direct competitor of the Sponsor for the Event during the term.

2. Sponsor's Contribution

2.1 Cash contribution. The Sponsor will pay the Organization a sponsorship fee of [AMOUNT] (the "**Sponsorship Fee**") in the currency of [CURRENCY], payable [in full by [DATE] / in installments per the schedule in Exhibit A].

2.2 In-kind contribution. The Sponsor will also provide the following in-kind support, if any: [DESCRIBE GOODS, SERVICES, OR PRODUCTS, with agreed value].

2.3 Late payment. If the Sponsorship Fee is not paid when due, the Organization may suspend the corresponding benefits on **[NUMBER]** days' written notice, and overdue amounts may accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

2.4 Taxes. The Sponsor is responsible for any sales, use, or similar taxes arising from the Sponsorship, except taxes based on the Organization's net income.

3. Benefits and Acknowledgment

3.1 Acknowledgment. In recognition of the Sponsorship, the Organization will acknowledge the Sponsor through the benefits listed in **Exhibit A** or as follows: **[DESCRIBE — e.g. logo on Event signage and website, named recognition in the program, social-media acknowledgment, a number of Event tickets, a booth or table].**

3.2 Qualified sponsorship payments. The Parties intend the Organization's acknowledgment of the Sponsor to use the Sponsor's name, logo, and product lines in a manner consistent with permissible acknowledgment under applicable tax law, and not to constitute advertising. The Organization will not, as part of the acknowledgment, make qualitative or comparative claims about the Sponsor's products, state prices, or include calls to action that would convert acknowledgment into advertising. The Sponsor and the Organization are each responsible for their own tax treatment.

3.3 Approval of materials. Each Party will have a reasonable opportunity to review and approve materials that use its name, logo, or marks before publication, with approval not to be unreasonably withheld or delayed.

4. Trademark License and Brand Use

4.1 License. Each Party grants the other a limited, non-exclusive, non-transferable, royalty-free license to use the granting Party's name, logo, and marks (the "**Marks**") solely to perform this Agreement and only as approved under Section 3.3.

4.2 Quality and guidelines. Each Party will use the other's Marks in accordance with the owner's brand guidelines and will not alter the Marks or use them in a way that disparages the owner or implies an endorsement beyond the Sponsorship.

4.3 Reservation. Each Party retains all rights in its Marks. The license ends when this Agreement ends, except that already-published materials may remain in circulation in the ordinary course.

5. Responsibilities and Independence

5.1 Organization responsibilities. The Organization will produce and manage the Event, deliver the agreed benefits, and operate the Event in compliance with applicable law and permits.

5.2 Sponsor responsibilities. The Sponsor will provide approved materials, contributions, and any on-site personnel or products on the agreed schedule and will comply with the Organization's reasonable Event rules.

5.3 No control or endorsement. The Sponsorship does not give the Sponsor control over the Event's content, programming, or charitable purpose, and does not constitute the Organization's endorsement of the Sponsor's products beyond the agreed acknowledgment. The Parties are independent contractors, and nothing creates a partnership, joint venture, or agency.

6. Insurance, Indemnification, and Liability

6.1 Insurance. Each Party will maintain commercially reasonable insurance appropriate to its role, including general liability coverage, and will provide evidence of coverage on request.

6.2 Indemnification. Each Party (the "**Indemnifying 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 materials it provides. The indemnified Party will give prompt notice, allow the Indemnifying Party to control the defense, and cooperate reasonably.

6.3 Limitation of liability. Except for indemnification obligations and breaches of confidentiality, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total liability arising out of or related to this Agreement will not exceed the Sponsorship Fee.

7. Cancellation and Force Majeure

7.1 Cancellation of the Event. If the Organization cancels the Event, the Organization will, at the Sponsor's option, apply the Sponsorship Fee to a comparable future event or refund the unearned portion of the Sponsorship Fee, after deducting non-recoverable costs already incurred for the Sponsor's benefit.

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

7.3 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather, disaster, public-health orders, or government action. If such an event prevents the Event, Section 7.1 governs the treatment of the Sponsorship Fee.

7.4 Reputational off-ramp. Either Party may terminate this Agreement on written notice if association with the other would, in the terminating Party's reasonable judgment, materially harm its reputation or violate its policies, with a pro-rata adjustment of the Sponsorship Fee for benefits not yet delivered.

8. Confidentiality

8.1 Confidential Information. Each Party will keep confidential the non-public business information it learns from the other in connection with this Agreement and use it only to perform this Agreement, except as required by law or with consent.

8.2 Publicity. Neither Party will issue a press release about the Sponsorship naming the other without the other's prior written approval, except as required by law.

9. General Provisions

9.1 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 jurisdiction of the courts located in **[COUNTY, STATE]**.

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

9.3 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.

9.4 Entire agreement; amendment. This Agreement, with any 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.

9.5 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.

9.6 **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.

THE ORGANIZATION

THE SPONSOR

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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