

SPONSORSHIP AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

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

[SPONSOR LEGAL NAME], a [STATE] [ENTITY TYPE] 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**." The "**Property**" refers to the event, team, organization, creator, podcast, or program being sponsored.

Recitals. Sponsor wishes to sponsor the Property in exchange for promotional rights and benefits, and the Property wishes to grant those rights and deliver those benefits, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Sponsorship and Benefits

1.1 **Grant.** The Property grants Sponsor the sponsorship rights and benefits described in **Exhibit A** (the "**Sponsorship Benefits**") in connection with [EVENT / SEASON / PROGRAM] (the "**Property Activity**").

1.2 **Sponsorship benefits.** The Sponsorship Benefits may include, as set out in Exhibit A: logo placement and signage, naming rights, on-stage or on-air mentions, social-media posts, website and email placement, booth or hospitality space, ticket allocations, and the designation as [OFFICIAL CATEGORY SPONSOR].

1.3 **Sponsorship level.** Sponsor's level is [TITLE / PRESENTING / GOLD / SILVER / OTHER], with the benefits and obligations associated with that level in Exhibit A.

1.4 **Approvals.** The Property will obtain Sponsor's written approval of any materials bearing Sponsor's marks before publication, and Sponsor will respond within [NUMBER] business days.

2. Sponsor Obligations

2.1 **Sponsorship fee.** Sponsor will provide the sponsorship consideration in Exhibit A, which may be cash, in-kind goods or services, or both.

2.2 **Brand assets.** Sponsor will provide its logos, marks, and approved messaging in usable formats by [DATE] so the Property can deliver the benefits on time.

2.3 **Cooperation.** Sponsor will reasonably cooperate with the Property's scheduling, technical, and content requirements to enable delivery of the benefits.

3. Property Obligations

3.1 Delivery of benefits. The Property will deliver each Sponsorship Benefit in the manner, placement, and timing described in Exhibit A.

3.2 Conduct of the activity. The Property will plan, produce, and conduct the Property Activity in a professional manner and in compliance with applicable law and any required permits or licenses.

3.3 Quality and reputation. The Property will not associate Sponsor's marks with content that is unlawful, defamatory, or that would reasonably be expected to harm Sponsor's reputation.

3.4 Reporting. Within [NUMBER] days after the Property Activity, the Property will provide Sponsor a fulfillment report describing the benefits delivered and, where available, reasonable performance metrics.

4. Fees and Payment

4.1 Amount. Sponsor will pay the Property a sponsorship fee of [AMOUNT], plus any in-kind value described in Exhibit A.

4.2 Schedule. Sponsor will pay [AMOUNT OR PERCENTAGE] within [NUMBER] days of signing and the balance by [DATE / MILESTONE].

4.3 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, and the Property may withhold benefits for non-payment after notice.

4.4 Taxes. Each Party is responsible for taxes imposed on its own income; any sales, use, or similar taxes on the sponsorship are the responsibility of the Party designated in Exhibit A.

5. Exclusivity

5.1 Category exclusivity. If Exhibit A grants exclusivity, the Property will not grant sponsorship rights in the category described as [EXCLUSIVE CATEGORY] to any competitor of Sponsor during the Term in connection with the Property Activity.

5.2 Limits. Exclusivity applies only to the category and Property Activity defined in Exhibit A and does not restrict the Property's pre-existing sponsors disclosed in Exhibit A.

5.3 No exclusivity by default. If Exhibit A does not grant exclusivity, the Property may accept other sponsors, including in Sponsor's category.

6. Intellectual Property and Marks

6.1 License to the Property. Sponsor grants the Property a limited, non-exclusive license to use Sponsor's name, logos, and marks solely to deliver the Sponsorship Benefits during the Term, subject to Sponsor's approval and brand guidelines.

6.2 License to Sponsor. The Property grants Sponsor a limited, non-exclusive license to use the Property's name, logos, and marks solely to promote Sponsor's association with the Property Activity during the Term.

6.3 Goodwill and ownership. Each Party retains ownership of its own marks, and all goodwill from use of a Party's marks inures to that Party. Neither Party will challenge the other's marks.

6.4 Content created. Ownership of jointly developed sponsorship content is as set out in Exhibit A; absent agreement, each Party owns the content it independently creates.

7. Representations and Warranties

7.1 By each Party. Each Party represents that it has the right and authority to enter this Agreement, to grant the rights it grants, and to perform its obligations.

7.2 By the Property. The Property represents that it controls the Property Activity and the rights it licenses and that the Property Activity will be conducted lawfully.

7.3 By Sponsor. Sponsor represents that it owns or is licensed to use the marks it provides and that Sponsor's approved messaging is accurate and not misleading.

8. Cancellation and Force Majeure

8.1 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including natural disasters, government action, or public-health emergencies, provided it gives prompt notice.

8.2 Postponement. If the Property Activity is postponed due to a force-majeure event, the Parties will use reasonable efforts to reschedule and apply the sponsorship to the rescheduled activity.

8.3 Cancellation refunds. If the Property Activity is cancelled and not rescheduled, the Property will refund a pro-rata portion of the fee for benefits not delivered, less reasonable non-recoverable costs, as detailed in Exhibit A.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues through completion of the Property Activity and delivery of the benefits, unless terminated earlier.

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

9.3 Effect. On termination, Sponsor will pay for benefits delivered through the termination date, the Property will refund amounts paid for undelivered benefits, and each Party will stop using the other's marks except as the Parties agree.

10. General Provisions

10.1 Independent contractors. The Parties are independent contractors; nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 Indemnification. Each Party will indemnify the other against third-party claims arising from its own breach, its marks, or its conduct of the activities it controls, subject to the limits below.

10.3 Limitation of liability. Except for indemnification and confidentiality breaches, each Party's total liability will not exceed the total sponsorship fee, and neither Party is liable for indirect or consequential damages.

10.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to conflict-of-laws rules, and the Parties submit to the courts located in **[COUNTY, STATE]**.

10.5 Notices and assignment. Notices must be in writing and are effective on receipt; neither Party may assign without the other's prior written consent, except to a successor by merger or sale of substantially all assets.

10.6 Entire agreement; amendment; counterparts. This Agreement, with Exhibit A, is the entire agreement on its subject, may be amended only in a signed writing, and may be signed in counterparts and by electronic signature, each an original.

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: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.