SPONSORSHIP AGREEMENT

This Confidential Instructions: Sponsorship Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [ORGANIZER NAME]** (the "Organizer"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [SPONSOR NAME]** (the "Sponsor"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

WHEREAS, [YOUR COMPANY NAME], the “Organizer”, has the exclusive right to organize and conduct a [type] event which is to be held [SPECIFY TIME] in [CITY, STATE] and to be known as [EVENT NAME] (Event); and

WHEREAS, Sponsor has determined to provide financial support for the Event in exchange for certain promotional rights to be provided by Organizer;

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. OFFICIAL STATUS

Organizer grants to Sponsor the exclusive right during the Term of this Agreement to use Organizer’s Trademarks as described herein in advertising and promoting Sponsor’s Products [Services] as defined herein and to refer to such Products [Services] as the “Official [product or service category]” of the Event.

1. ADVERTISING AND PROMOTION

Subject to Organizer’s rights of approval as described in this Agreement, Sponsor shall have the right to use Organizer’s Trademarks [Service Marks] in advertising and promotional activities as it deems desirable during the term of this Agreement.

Organizer shall [use its best efforts to] provide the following rights to Sponsor during the Term of this Agreement:

The right to sell Products [Services] at the Site of the Event;

* + 1. The right to have banners [or curtains] on center stage [or at the entrance], such banners to be provided by Sponsor [Organizer] and to be of a size and design chosen by Sponsor [Organizer] and placed in accordance with Sponsor’s [Organizer’s] directions;
    2. The right to have [number] additional signs at locations specified by Organizer [Sponsor] and at a distance of at least [number] feet from other signage, such signs to be provided by Sponsor [Organizer];
    3. The right to signage on all courtesy vehicles, if any, used by Organizer in connection with the Event;
    4. The right to credit as follows in all print advertising [of a size larger than] [square inches] [placed by Organizer] in connection with the Event; “[Sponsor’s Event]”;
    5. The right to have Sponsor’s Trademarks [Service Marks] on stationery, business cards, and other brochures used by Organizer in connection with the promotion of the Event;
    6. The right to have Sponsor’s name and/or Trademarks [Service Marks] on [percent] of all units of each type of all official merchandise authorized by Organizer;
    7. The right to be named in all press releases issued by Organizer;
    8. The right to sell or give away promotional merchandise in connection with advertising or promoting the Event, but only in compliance with Paragraph 8 of this Agreement;
    9. The right to purchase advertising spots on network cable or other television broadcasts of the Event licensed by Organizer [to the extent permitted in Organizer’s broadcast license agreement];
    10. The right to opening and closing audio and video billboards in all television coverage, to the extent permitted by the station licensed by Organizer to cover the Event;
    11. The right to one page of advertising in the official program authorized by Organizer;
    12. The right to use film clips (not to exceed [number] minutes in length) of past events [of this type] organized by Organizer for advertising and promotion, subject to prior approval;
    13. To use film clips (not to exceed [number] minutes in length) of this Event for purposes of advertising Sponsor’s involvement with the Event; and
    14. The right to erect a courtesy tent [or host a similar area] at the site of the Event at a location designated by Organizer.

1. SPONSORSHIP FEE

In consideration of the full performance by Organizer of all of its obligations hereunder and of all rights granted hereunder to Sponsor, Sponsor shall pay to Organizer the total sum of [AMOUNT], payable as follows:

[AMOUNT]..... on or before [date]

[AMOUNT]..... on or before [date]

[AMOUNT]..... on or before [date]

[AMOUNT]..... on or before [date]

[AMOUNT]..... on or before [date]

[by irrevocable letter of credit drawn on and confirmed by a [COUNTRY] bank acceptable to Organizer, which letter of credit shall be automatically payable on sight on and after [DATE] if accompanied by an article from a newspaper of general circulation reporting that the Event took place. Sponsor shall furnish said letter of credit to Organizer within [NUMBER] days after the execution of this Agreement and it shall expire at the close of business in [CITY] on [DATE]].

1. REBATE OF SPONSORSHIP FEE

If Organizer does not secure television coverage or if the rating described in [SPECIFY] hereof is not achieved, then Organizer shall rebate to Sponsor [AMOUNT] within [NUMBER] days after Event takes place.

Organizer shall use its best efforts to assure that the television coverage of Event will achieve a [NUMBER] rating according to [rating service].

1. OPTION TO RENEW

Organizer hereby grants to Sponsor the right to renew its Official Sponsorship hereunder on the same terms and conditions as contained herein (except that the Sponsorship Fee described in Paragraph 3 shall be [AMOUNT] and shall be paid on a mutually agreeable schedule similar to the one set forth in Paragraph 3 and the Rebate described in Paragraph 4 shall be [AMOUNT]). Sponsor shall exercise said option, if at all, by giving Organizer written notice thereof within [NUMBER] days prior to the expiration of the Term of this Agreement. In the event that Sponsor does not exercise such option, the exclusivity described in Paragraph 6 shall nonetheless continue for a period of [SPECIFY NUMBER MONTHS OR YEARS] or the completion of [NUMBER] events similar to the Event hereunder, whichever comes first.

1. EXCLUSIVITY

Organizer represents and warrants that it will not authorize any seller of any product [service] competitive to the Products [Services] or antithetical or incompatible with the Products [Services] to be an Official Sponsor or Supplier or to be associated in any way with the Event [(including on-site signage and concessions)]. Sponsor shall have the right to approve all other Sponsors and Suppliers. [If Organizer proposes a potential Sponsor or Supplier that makes goods [offers services] competitive to those of Sponsor but proposes to promote goods [services] that are not competitive to any product [or service] made by Sponsor, then Sponsor will not unreasonably withhold its approval of said sponsor or supplier.

1. TRADEMARKS

Sponsor’s trademarks [Service Marks], label designs, product identifications, artwork, and other symbols and devices associated with Sponsor Products [Services] (Sponsor’s Trademarks) [(Sponsor’s Service Marks)] are and shall remain Sponsor’s property and Sponsor shall take all steps reasonably necessary to protect such Sponsor’s Trademarks [Service Marks] through federal [COUNTRY] registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements. Organizer is hereby authorized to use Sponsor’s Trademarks [Service Marks] in advertising and promoting the Event during the Term of this Agreement provided Sponsor shall have the right to approve all [the format of] such uses in writing in advance. [Organizer shall submit materials to Sponsor in writing and if Sponsor does not approve or reject such materials in writing within [NUMBER] business days after receipt thereof, then Sponsor shall be deemed to have approved such materials.] The right to use Sponsor’s Trademarks is nonexclusive, non assignable, and nontransferable. All uses by Organizer of Sponsor’s Trademarks shall inure solely to the benefit of Sponsor.

Organizer’s trademarks [Service Marks], designs, artwork, and other symbols and devices associated with the Event (Organizer’s Trademarks) [(Organizer’s Service Marks)] are and shall remain Organizer’s property and Organizer shall take all steps reasonably necessary to protect Organizer’s Trademarks [Service Marks] through federal [COUNTRY] registration and foreign registration as it deems desirable and through reasonable prosecutions of infringements. Sponsor is hereby authorized to use Organizer’s Trademarks [Service Marks] in advertising and promoting the Products [Services] during the Term of the Agreement, provided Organizer shall have the right to approve all [the format of] such uses in writing in advance. [Sponsor shall submit materials to Organizer in writing and if Organizer does not approve or reject such materials in writing within [NUMBER] business days after receipt thereof, then Organizer shall be deemed to have approved such materials.] The right to use Organizer’s Trademarks [Service Marks] is nonexclusive, non assignable, and nontransferable. All uses by Sponsor of Organizer’s Trademarks [Service Marks] shall inure solely to the benefit of Organizer.

Organizer shall not manufacture, sell, or license the manufacture and/or sale of any promotional or other merchandise that bears Sponsor’s Trademarks [Service Marks] without Sponsor’s prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise that bears Organizer’s Trademarks only in accordance with Paragraph 8.

1. MERCHANDISING

Organizer represents and warrants that all merchandise authorized by it to bear the Organizer’s Trademarks [Service Marks] or to be associated with the Event (Event-Related Merchandise) shall be of high standard and of such style, appearance, and quality as to suit the best exploitation of the Event and shall be free from product defects and shall be merchantable and suited for its intended purpose. Organizer shall indemnify and hold harmless Sponsor and Sponsor’s officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government procedures, costs, and expenses, including reasonable attorney fees and costs of suit arising out of the failure of this warranty. All Event-Related Merchandise that also bears Sponsor’s Trademarks [Service Marks] shall include appropriate notice of any applicable trademark, service mark, or copyright relating to Organizer’s Trademarks [Service Marks] or Sponsor’s Trademarks [Service Marks]. Each party shall reasonably determine what constitutes appropriate notice for its respective Trademarks [Service Marks] and copyrights.

Sponsor shall have the right in connection with its advertising and promotion of the Products [Services] during the Term to produce and sell Event-Related Merchandise, provided it also bears Sponsor’s Trademarks [Service Marks]. Such merchandise shall be subject to Organizer’s approval, which shall not be unreasonably withheld.

If Sponsor desires to sell Event-Related Merchandise for which Organizer has authorized a license, and Sponsor desires to purchase such merchandise from such licensee, then Organizer shall require such licensee to sell such merchandise to Sponsor without Organizer’s royalty thereon. Organizer and such licensee shall inform Sponsor in a statement signed by one of each of their respective officers of the amount of Organizer’s royalty thereon.

If Sponsor manufactures or causes to be manufactured its own Event-Related Merchandise, Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Sponsor shall indemnify and hold harmless Organizer and Organizer’s officers, directors, employees, successors, and assigns from any claims, damages, liabilities, losses, government proceedings, costs, and expenses, including reasonable attorney fees and costs of suit, arising out of the failure of this warranty.

In any agreement between Sponsor and any third party relating to the manufacture, distribution, or promotion of Sponsor’s Event-Related Merchandise or otherwise relating to the Event, under which obligations or liabilities in excess of [AMOUNT] in the aggregate maybe incurred, Sponsor agrees that such agreement will contain a clause substantially similar to the following:

[Third party] will look solely to [Sponsor] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party] hereby covenants that it will not assert any claim against or look to Sponsor or any officer, director, employee, or representative of Sponsor for satisfaction of any such obligation or claim.

1. WARRANTIES
   1. **Organizer represents and warrants that:**
      1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.
      2. Organizer’s Trademarks [Service Marks] do not infringe the trademarks or trade names or other rights of any other person.
      3. It has all government licenses, permits, or other authorizations necessary to conduct the Event as contemplated under this Agreement.
      4. It will comply with all applicable laws, regulations, and ordinances pertaining to the promotion and conduct of the Event.
   2. **Sponsor represents and warrants that:**
      1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person.
      2. Sponsor’s Trademarks [Service Marks] do not infringe the trademarks or trade names of any other person.
      3. It has all government licenses, permits, or other authorization necessary to conduct its business.
2. INDEMNITY

Each party will indemnify, defend, and hold harmless the other, its parent, subsidiary, and affiliated corporations and their respective directors, officers, employees, agents, successors, and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings, and costs and expenses, including reasonable attorney fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by it or any act or omission by it in the performance of this Agreement or the purposes hereof.

Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnitee, the indemnitor will assume the defense of any such claim, demand, action, or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor’s consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligation of each of the parties under this paragraph and Paragraph 11.

1. INSURANCE

Each party hereunder shall obtain and maintain at its own expense, during the term of this Agreement and for a period of [NUMBER] years following the Event, a standard Comprehensive General Liability Policy written by a [COUNTRY] insurance company in the face amount of [AMOUNT], which policy shall (I) specifically cover such party’s incidental contractual obligations; (ii) provide standard product liability protection and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least [NUMBER] days’ prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within [NUMBER] days following the execution of this Agreement.

1. TERM AND TERMINATION

This Agreement shall become effective on the date first above written and shall expire on [DATE], unless terminated earlier or renewed pursuant to the terms hereof (Term).

Without prejudice to any other rights or remedies that Organizer may have, Organizer may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

Sponsor shall fail to comply with Paragraph 7 hereof in any respect and fail to cure the same within [NUMBER] days of receipt of notice of such failure.

Sponsor shall (i) make an assignment for the benefit of creditors; (ii) be adjudicated bankrupt; (iii) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts, or for any other relief under Title [NUMBER] of the [COUNTRY] Code or any successor or other federal or state insolvency law [YOUR COUNTRY] Bankruptcy Law; (iv) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, or readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within [NUMBER] days; or (v) shall apply for or permit the appointment of a receiver or trustee for its assets.

Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within [NUMBER] days after it received written notice of such default from Organizer; or any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

Without prejudice to any other rights or remedies that Sponsor may have, Sponsor may terminate this Agreement immediately by delivery of notice to Organizer if at any time (i) Organizer shall fail to comply with Paragraph 7 hereof in any respect and fails to cure the same within [NUMBER] days of receipt of notice of such failure; (ii) any of the events described in Subparagraph (3) above shall occur with respect to Organizer; (iii) Organizer shall default under any provision of this Agreement and shall have failed to cure such default within [NUMBER] days after it shall receive written notice of such default from Sponsor; or (iv) any of the representations or warranties made by Organizer in this Agreement shall prove to be untrue or inaccurate in any material respect.

1. CANCELLATION AND PREEMPTION

In the event that the Event does not take place, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, or similar cause beyond the control of the parties, then Sponsor shall be entitled to an immediate refund of the Sponsorship Fee [or a pro rata portion thereof if the Event took place only in part]. In the event of preemption of television coverage, Sponsor shall be entitled to the rebate described in Paragraph 4, except that if network television coverage was planned and if only one national network preempted a substantial portion of the relevant time period Sponsor shall not be entitled to a rebate (except as allowed in Paragraph 4). Organizer will provide adequate rain, cancellation, and preemption insurance to cover its obligations hereunder.

1. ARBITRATION

The parties agree that any dispute between them arising out of, based on or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the Commercial Rules then in effect of the [COUNTRY] Arbitration Association. Such arbitration shall be held in [CITY]. Judgment upon the award rendered shall be final and non appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses arising out of any such proceeding, except that the fees and costs of any arbitrator(s) shall be borne equally by the parties. Notwithstanding the obligations set forth in this paragraph, each party shall be permitted to seek equitable relief from a court having jurisdiction to prevent the unauthorized use or misuse of their respective Trademarks [Service Marks].

1. MISCELLANY
   1. **Confidentiality**

The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that a proposed disclosure of any specific terms or conditions hereof by either party is authorized in advance by the other party.

* 1. **No Joint Venture or Partnership**

This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee, or similar relationship between Organizer and Sponsor.

* 1. **Invalidity**

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted.

* 1. **Notices**

All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

If to Sponsor, to: [ADDRESS]

If to Organizer, to: [ADDRESS]

or such other address as either party may designate in writing to the other party for this purpose.

* 1. **Governing Law [and Consent to Jurisdiction]**

This Agreement is subject to and shall be construed in accordance with the laws of the State of [STATE] [and Sponsor [Organizer] consents to jurisdiction in the state and federal courts located in [CITY, STATE] and hereby waives personal service. Sponsor [Organizer] hereby appoints the ambassador and any consul or vice consul from [foreign country] as its agent for the receipt of process hereunder.

* 1. **Nonassignment**

Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

* 1. **Complete Agreement**

This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.

* 1. **Binding Agreement**

This Agreement shall be binding on the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

ORGANIZER SPONSOR

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title