**SPONSORSHIP AGREEMENT**

This Sponsorship Agreement (referred to as the “**Agreement**”) is entered into as of [INSERT DATE] (the “**Effective Date**”), by and between [SPONSOR COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Sponsor**”), and [RECIPIENT COMPANY NAME], a [STATE/COUNTRY] [corporation/LLC/other entity type] with its principal place of business at [ADDRESS] (the “**Recipient**”). The Sponsor and the Recipient are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

The Sponsor is engaged in the business of [DESCRIBE BUSINESS/INDUSTRY] and seeks to enhance its brand visibility and market presence through strategic partnerships.

The Recipient is organizing and/or hosting [DESCRIBE EVENT] (the “**Event**”), and desires to secure sponsorship support to facilitate its successful execution.

The Parties wish to establish a mutually beneficial relationship whereby the Sponsor provides financial and/or in-kind support in exchange for certain promotional rights and benefits as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

1. **PURPOSE AND SCOPE**
   1. The purpose of this Agreement is to define the terms and conditions under which the Sponsor shall provide the Sponsorship Fee to the Recipient for the Event as specified in Schedule 1.
   2. The partnership between the Parties shall operate on a non-exclusive basis. Accordingly, each Party will be entitled to sponsor and host events with other parties.
2. **PREREQUISITES**
   1. The Parties shall co-operate in good faith and shall exchange any documents or information that may be useful for the proper performance of the Agreement.
   2. Each Party shall inform the other Party without undue delay of any difficulties encountered in the performance of this Agreement.
3. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents and warrants to the other that:
      1. it has the requisite right, power and authority, and has taken or will take all action necessary to execute, deliver and exercise its rights, and perform its obligations, under this Agreement;

* + 1. the performance of its obligations under the Agreement constitute binding obligations on it in accordance with its terms and will not result in:
       1. a breach of, or default under, any agreement or instrument to which it is a Party or any commitment by which it is bound; and
       2. a breach of any applicable law order, judgment or decree of, or undertaking given to, any court or government.

1. **SPONSOR OBLIGATIONS**
   1. The Sponsor shall:
      1. adhere to the payment requirements outlined in Section 6, ensuring that all fees, including deposits and any additional charges, are remitted promptly and in full;
      2. furnish the Recipient with all necessary brand assets—including logos, color schemes, brand guidelines, and any other promotional materials—in a timely manner. These materials must be provided in high-resolution formats and in accordance with the guidelines specified by the Sponsor;
      3. designate a primary point of contact to coordinate with the Recipient on all matters related to the sponsorship. This contact will be responsible for responding to queries, approving promotional materials, and providing any additional instructions or revisions as necessary;
      4. provide clear instructions regarding the desired messaging and content usage, ensuring that the Sponsor’s brand is represented accurately and consistently. Any specific requirements for content creation or public representation will be communicated in writing; and
      5. ensure that all provided materials and guidelines comply with applicable laws, including advertising regulations. The Sponsor will promptly notify the Recipient of any changes to its branding or messaging policies that might impact the sponsorship.
2. **RECIPIENT OBLIGATIONS**
   1. The Recipient shall:
      1. organize, manage, and deliver the Event in strict accordance with the details provided in Schedule 1. This includes ensuring that all promotional placements and sponsor benefits are executed as agreed;
      2. prominently display the Sponsor’s branding, logos, and other provided materials in all agreed-upon promotional activities and Event-related materials. This includes inclusion on websites, event signage, social media channels, press releases, and any other media as specified in Schedule 2;
      3. provide periodic performance reports as detailed in Schedule 3, including metrics such as audience reach, engagement levels, and other relevant data. The Recipient shall grant the Sponsor access to any third-party verification tools as necessary to authenticate these reports;
      4. designate a primary point of contact to facilitate smooth communication with the Sponsor. The Recipient agrees to notify the Sponsor promptly of any changes to the Program’s schedule, scope, or any other factor that might affect the sponsorship benefits;
      5. ensure that all Event activities, promotional materials, and content incorporating the Sponsor’s branding adhere to the highest quality standards and are consistent with the Sponsor’s guidelines. Any deviations must be pre-approved by the Sponsor in writing; and
      6. ensure that all activities under this Agreement will comply with applicable laws, regulations, and industry standards. The Recipient is responsible for obtaining any necessary permits or licenses for the Event and ensuring that all sponsored content includes the required disclosures.
3. **FEES AND PAYMENT TERMS**
   1. The Sponsor shall pay a sponsorship fee of $[INSERT AMOUNT] (the “**Sponsorship Fee**”) to the Recipient in consideration for the rights and benefits provided under this Agreement.
   2. A deposit of $[INSERT AMOUNT] is due upon execution of this Agreement. The remaining balance of $[INSERT AMOUNT] is due on or before [SPECIFY DATE OR NUMBER OF DAYS PRIOR TO THE EVENT].
   3. All payments shall be made in U.S. Dollars (USD) by wire transfer, check, or any other mutually agreed method, in accordance with the payment instructions provided by the Recipient.
   4. Any additional expenses, including costs for additional promotional activities mutually agreed upon by the Parties, shall be pre-approved in writing and reimbursed by the Sponsor upon submission of proper documentation.
   5. If any payment is not received by the due date, interest shall accrue on the overdue amount at a rate of [PERCENTAGE]% per month (or the maximum rate permitted by law) until full payment is received. Continued non-payment may constitute a material breach of this Agreement.
4. **INTELLECTUAL PROPERTY RIGHTS**
   1. All Intellectual Property Rights in any materials provided by the Recipient for the Event—including logos, brand guidelines, images, and promotional assets—remain the sole and exclusive property of the Recipient. For the purposes of this Agreement, “**Intellectual Property Rights**” means all legal rights associated with intangible creations of the mind. This includes, but is not limited to, copyrights, trademarks, service marks, patents, trade secrets, design rights, and any other proprietary rights recognized under applicable law, whether registered or unregistered. Intellectual Property Rights cover all original materials, content, and creative works produced or provided by either Party under this Agreement, as well as any modifications, adaptations, or derivative works thereof. These rights determine ownership, control, and the extent to which such materials may be used, reproduced, distributed, or modified by the Parties.
   2. All Intellectual Property Rights in any materials supplied by the Sponsor remain the sole property of the Sponsor.
   3. Any content created specifically for the Event by either Party (“**Created Content**”) shall be owned as agreed in writing. Absent a specific agreement, the Recipient shall retain exclusive ownership of all Created Content produced under this Agreement.
   4. The Recipient grants the Sponsor a non-exclusive, non-transferable, royalty-free, worldwide license to use, reproduce, and display the Recipient’s intellectual property solely in connection with the Event and related promotional activities.
   5. The Sponsor grants the Recipient a limited license to use the Sponsor’s intellectual property solely for fulfilling the obligations of this Agreement and for promoting the Event, subject to the Sponsor’s usage guidelines.
   6. The Intellectual Property Rights granted herein may only be used by the receiving Party for the purposes outlined in this Agreement and in accordance with any provided guidelines. Neither Party shall modify, adapt, or create derivative works based on the other Party’s intellectual property without prior written consent. Unauthorized use or reproduction is strictly prohibited.
   7. Any third-party intellectual property incorporated into materials provided under this Agreement remains subject to its own licensing terms. Each Party represents that it has secured all necessary rights to include any third-party materials.
5. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 8; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 8, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
6. **LIMITATION OF LIABILITY**
   1. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT.
   2. SUBJECT TO SECTION 9.1, EACH PARTY’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE SPONSOR TO THE RECIPIENT UNDER THIS AGREEMENT.
7. **TERM**

This Agreement shall commence on the Effective Date and continue until the completion of the Event, including any post-program reporting and obligations, unless terminated earlier in accordance with this Section 11.

1. **TERMINATION**
   1. Either Party may immediately terminate this Agreement upon written notice if this other Party:
      1. materially breaches this Agreement, and such breach is incapable of cure, or, if the breach is capable of cure, fails to cure such breach within [NUMBER] days after receiving written notice of the breach;
      2. becomes insolvent or is generally unable to pay its debts as they become due;
      3. files, or has filed against it, a petition for voluntary or involuntary bankruptcy, or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
      4. makes or seeks to make a general assignment for the benefit of its creditors;
      5. applies for, or has appointed, a receiver, trustee, custodian, or similar agent by order of a court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
      6. is dissolved or liquidated.
   2. The expiration or termination of this Agreement shall not affect any rights or obligations that: (i) are intended to survive such expiration or termination; and (ii) were incurred by the Parties prior to such expiration or termination.
   3. Upon the expiration or termination of this Agreement for any reason, each Party shall promptly:
      1. [return to the other Party/destroy] all documents and tangible materials (including any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information;
      2. permanently erase all of the other Party’s Confidential Information from its computer systems, [except for copies that are: (i) required to be retained under applicable laws; or (ii) maintained as archive copies on its disaster recovery or information technology backup systems, which shall be destroyed upon the normal expiration of such backup files, or as otherwise required by law]; and
      3. certify in writing to the other Party that it has complied with these requirements.
2. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without regard to its conflict of laws principles. Any legal action or proceeding arising out of this Agreement shall be brought exclusively in the state or federal courts located in Vermont, and the Parties consent to the jurisdiction of such courts.

1. **ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or communications.

1. **AMENDMENTS**

Any amendments or modifications to this Agreement must be made in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

1. **NOTICES**

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement shall be in writing and delivered by: (i) personal delivery; (ii) courier service with tracking; (iii) certified or registered mail, postage prepaid, return receipt requested; or (iv) email (provided that receipt is confirmed by a read receipt or other acknowledgment). Notices shall be deemed given: (a) when received, if delivered personally; (b) on the date indicated on the delivery confirmation, if sent by courier; (c) five (5) business days after mailing, if sent by certified or registered mail; or (d) on the date of transmission if sent by email and receipt is confirmed. Each Party agrees to provide its current contact information, including physical mailing address and email address, as specified in this Agreement, and to promptly notify the other Party in writing of any changes to such contact information.

1. **NO WAIVER**

Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

1. **ASSIGNMENT**

Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, except in the event of a merger or sale of substantially all of its assets.

[SIGNATURE PAGE FOLLOWS]

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

[SPONSOR COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[RECIPIENT COMPANY NAME]  
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

**EVENT DETAILS**

[INSERT DETAILS OF THE EVENT]

**SCHEDULE 2**

**PROMOTIONAL ACTIVITIES**

**[**INSERT PROMOTIONAL ACTIVITIES TO BE UNDERTAKEN BY RECIPIENT]

**SCHEDULE 3**

**PERFORMANCE REPORTING**

[INSERT REPORTING OBLIGATIONS]