

PODCAST SPONSORSHIP AGREEMENT

This agreement (the "Agreement") is between [BUSINESS NAME OF THE PODCAST] (the "Podcast") with a principal place of business at [ADDRESS] and [SPONSOR NAME] (the "Sponsor"), a company with a principal place of business at [ADDRESS]. The Podcast and the Sponsor are individually referred to as "Party" and may collectively be referred to as the "Parties."

In this contract, all references to "days" in this agreement with respect to the amount of time allocated for notices, performance or other periods will mean calendar days, unless otherwise specified.

SERVICES TO BE PERFORMED

1. Podcast agrees to provide promotion of Sponsor on the Podcast, to acknowledge the support and sponsorship of Sponsor in consideration of the payment by Sponsor as provided in this contract.
2. An allotment of [ALLOTMENT OF TIME, EXAMPLE: THIRTY (30) SECONDS] airtime will be for the broadcasting of sponsorship announcements.
3. Rates for and details of sponsorship will be as follows:
 - a. Sponsor agrees to sponsor the Podcast for \$[AMOUNT] which includes:
 - b. [SPONSORSHIP DETAILS]
4. The sponsorship must be paid in full prior to the recording of the sponsored episodes.
5. Once the sponsorship payment is submitted, there is no refund.
6. The Podcast will issue an invoice via email within three (3) days after an email address has been supplied as part of this Sponsorship Agreement.
7. The full payment of the sponsorship is required within seven (7) days of the invoice.

TERMINATING THE AGREEMENT

There is no obligation for Sponsor to renew its package unless Sponsor wishes to set up automatic renewal for future seasons. This Agreement is completely effective during the contract period and cannot be terminated unilaterally, unless the following occurs:

1. A material breach of this Contract;
2. Violation of state or federal law; or
3. Any act exposing the other party to liability to others for personal injury or property damage.

TRADEMARK LICENSE

Sponsor retains all right, title and interest in and to the Sponsor Site, its trademarks, service marks and trade names worldwide. Sponsor grants the Podcast a non-exclusive limited license to use its trademarks, service marks and trade names only in connection with placing links to and banner advertising on behalf of Sponsor and performing its other advertising and promotional obligations set forth herein. All such use will be in accordance with Sponsor's policies regarding trademark usage as provided to the Podcast by Sponsor.

PROVISION OF ADVERTISING MATERIALS

Sponsor will provide all material for the advertisement (including GIF files), in accordance with the Podcast's policies as provided to Sponsor by the Podcast from time to time, including (without limitation) the manner of transmission to the Podcast and the time prior to publication of the advertisement. The Podcast will not be required to publish any advertisement that is not received in accordance with such policies.

INTERNATIONAL TRAFFIC

The Podcast agrees to make reasonable efforts to provide the ability for Sponsor to preclude serving banners to users requesting pages from The Podcast properties who are not located within the United States. The Podcast will make reasonable effort to attempt to implement such ability on or before two months from the start of the Insertion Order. The Podcast agrees that it will not utilize any international search engines in its performance hereunder.

CONFIDENTIALITY

The terms of this Agreement will be deemed confidential information of Sponsor, and the Podcast, and neither party will disclose such information to any third party except to its respective attorneys, accountants or as required by law or as otherwise deemed necessary or prudent by counsel solely in order to comply with federal securities.

LIMITATION OF LIABILITY

In the event that Podcast used reasonable efforts but fails to publish an advertisement in accordance with the schedule agreed upon pursuant to this Agreement (or in the event of any other failure, technical or otherwise, of such advertisement to appear as provided), the sole liability of Podcast to Sponsor will be limited to Podcast's option, either a refund of the advertising fee or placement of the advertisement within a reasonable time in a comparable position. In no event will The Podcast be responsible for any consequential, special, lost profits or other damages arising from any failure to timely publish any advertisement in accordance with this agreement. Regardless, the Podcast's liability will be limited to the amount of the advertising fee.

UNDER NO CIRCUMSTANCES WILL THE PODCAST OR SPONSOR BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOSS BUSINESS.

INDEMNIFICATION

In consideration of such publication, Sponsor, at its own expense, will indemnify, defend and hold harmless the Podcast, and its employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against the Podcast based on or arising from a claim that the Sponsor content or advertisement as delivered to the Podcast, by Sponsor, any Sponsor brand feature, any material, data or service distributed or provided by Sponsor, product

produced by Sponsor, or any material presented on any site on the Internet produced, maintained, or published by the Podcast, infringes in any manner any intellectual property right of any third party or contains any material or information that is unlawful, obscene, defamatory, libelous, slanderous, or that otherwise violates any rights of any person, including, without limitation, rights of publicity, privacy or personality, is negligently performed, or has otherwise resulted in consumer fraud, product liability or any tort, injury, damage or harm to any person or entity. Sponsor will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Podcast in connection with or arising from any such claim, suit, action or proceeding. It is understood and agreed that the Podcast does not intend and will not be required to edit or review for accuracy or appropriateness any Sponsor advertisement or content and that the Podcast does not intend and will not be required to review or investigate the ability or authorization of any supplier or seller of products to Sponsor to sell or supply such products.

FORCE MAJEURE

Without limiting the foregoing, The Podcast will have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond the control of the Podcast affecting production or delivery in any manner; provided that Sponsor will have the right to terminate this Agreement without any further payment obligation on the part of Sponsor with written notice to the Podcast the event that such event occurs and continues for a period of sixty (60) days from the date of the notice.

CONSTRUCTION/ EXCLUSIVE AGREEMENT

This Agreement constitutes the entire agreement between the Podcast and the Sponsor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. No term or condition placed by the Podcast in an insertion order will be binding on Sponsor unless expressly agreed to in writing by Sponsor. In the event of any conflict or inconsistency between the Insertion Order and this Agreement, this Agreement will control.

ENFORCEABILITY

If any of the provisions of this Agreement are found to be unenforceable, the remainder will be enforced as fully as possible and the unenforceable provision(s) will be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

MODIFYING THE AGREEMENT

This Agreement may be modified only by a writing signed by both parties. No waiver by any party of any of the provisions will be effective unless explicitly set forth in writing and signed by the party so waiving.

RESOLVING DISPUTES

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in [PODCAST COUNTY AND STATE]. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in [PODCAST COUNTY AND STATE]. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

NO ASSIGNMENT OR RESALE OF AD SPACE

Sponsor may not resell, assign or transfer any of its rights hereunder, other than, with the Podcast's prior written consent, to a purchaser of all or substantially all the assets of Sponsor or to any entity which controls or is under common control with The Podcast; provided that The Podcast agrees that it will not unreasonably withhold its consent to any such assignment by Sponsor, and any attempt to resell, assign or transfer such rights without The Podcast's written consent will result in immediate termination of this contract, without liability to Sponsor.

NO PARTNERSHIP

This Agreement does not create a partnership relationship. Sponsor does not have authority to enter into contracts on Podcast's behalf, nor the Podcast for the Sponsor.

NOTICES

All notices, requests and other communications called for by this Agreement will be deemed to have been given immediately if made by telecopy or electronic mail (confirmed by concurrent written notice sent first class U.S. mail, postage prepaid).

APPLICABLE LAW

This Agreement will be governed by [PODCAST STATE] law, without giving effect to conflict of laws principles.

THE UNDERSIGNED HAVE READ AND UNDERSTAND THE ABOVE CONTRACT AND AGREE TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY.

SPONSOR:

Signature

Date

Printed Name

Title

PODCAST:

Signature

Date

Printed Name

Title