



Sponsorship Agreement

This agreement entered in on the _____ day of _____

20_____ solidifies provisions of financial, material, and/or service contributions by

_____ (The Sponsor) to Skeyez N' Starz (The Producer), collectively referred hereinafter as “the parties”,

to create, produce, and advertise for _____ (The Production).

The Sponsor has agreed to provide _____, monetarily valued at \$ _____ to Ember Skeyez for support and backing of The Production. This contribution is to be delegated by The Producer for all reasonable needs within The Production. The sponsored contribution is to be issued upon the signing of this agreement by The Parties. If contribution is a service or time sensitive details and date of receipt are to be clearly outlined within this agreement along with any supporting documentation.

Service/ Time Sensitive Contribution:

In exchange for the contribution The Producer agrees to provide advertisement for The Sponsor. The Sponsor is to provide The Producer with all necessary promotional materials no later than _____ to be utilized for advertisement during The Production. This includes but not limited to: The Sponsor’s name and logo in vector file form, business cards, souvenirs, demos. The parties have agreed that the parameters of the advertisement (“the ad”) shall be:

	Star	Comet	Asteroid	Meteor
	\$100 - \$500	\$501 - \$1000	\$1001 - \$2500	\$2501+
Ad Credit	*	*	*	*
Flyer			*	*
Program	*	*	*	*
Banner		*	*	*
Digital Ad	:10	:15	:30	:60

- Ad Credit - Sponsor's name will be listed as in the end credits
- Flyer - Sponsor's name and logo printed on Flyer
- Program - Sponsor's ad, name and logo printed in program
- Banner - Sponsor's name and logo on Step and Repeat
- Digital Ad - Sponsor's commercial played for specified ad time

1. Term of Agreement
 - a. The term of this agreement begins upon signing of this document by both parties and will remain enacted indefinitely or unless outlined within the agreement or contract is terminated.
2. Performance
 - a. The parties agree to honor the terms of the Agreement and uphold their commitments outlined therein.
3. Non-Solicitation
 - a. The producer understands that the recruitment or inductions of other clients, contractors, or employees to leave the sponsor's employ on behalf of the producer to interfere with the relationship therein proves damaging to the sponsor. With the understanding I producer agrees to not knowingly nor directly
 - i. Induce or attempt to induce other service providers of the The Sponsor to quit employment or retainer.
 - ii. Interfere or disrupt The Sponsor's relationship with clients, service providers, or employees
 - iii. Solicit, entice, or hire away any client, service provider, employee from The Sponsor
4. Ownership of Materials and Intellectual Property
 - a. The parties agree that the promotional materials including name and logos of said materials is property of The Sponsor.
 - b. The Sponsor agrees to allow use of their property of which may contain reference of the product of the sponsor for promotional and representative purpose to the magnitude in which the producer sees fit.
5. Capacity/Independent Contractor
 - a. In providing service under this agreement it is expressly agreed that the Producer is acting as an independent contractor not an employee and vice versa. The parties agree that this contract does not constitute a partnership or joint venture between the parties and is exclusively a contract of service.
6. Indemnification
 - a. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses reasonable legal fees and costs

of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occur in connection with this Agreement. This indemnification will survive the termination of this Agreement.

- i. In the event that legal action is brought to enforce or interpret and term of this Agreement, the prevailing party is entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action

7. Modification of the Agreement

- a. Any amendments of modifications of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

8. Assignment

- a. The Producer will not assign or otherwise transfer its obligations under this Agreement except as expressly provided in this agreement

9. Entire Agreement

- a. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

10. Governing Law

- a. It is the intention of the Parties to this Agreement that is Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed to the exclusion of the law of any other forum, by the law of Texas, without regard to jurisdiction in which any action or special proceeding may be instituted.

11. Severability

- a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in in whole or in part, all other provisions will nevertheless continue to be valid and the enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

12. Waiver

- a. The waiver by the Party of a breach, default, delay or omission of any of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, _____.

(Sponsor)

(Producer)

(Signature)

(Signature)