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## Sponsorship Agreement

This Sponsorship Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of \_\_\_\_\_ ("Effective Date") by and between the following parties:

\_\_\_\_\_ ("Sponsor"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

\_\_\_\_\_  
Email: \_\_\_\_\_

and

\_\_\_\_\_ ("Influencer"), having a primary address at the following:

\_\_\_\_\_  
Email: \_\_\_\_\_

Sponsor and Influencer may be referred to individually as "Party" and collectively as the "Parties."

### *RECITALS:*

WHEREAS, *Sponsor is the creator/owner/purveyor of certain Goods, defined specifically as follows:*

\_\_\_\_\_;

*WHEREAS, Influencer is a significant social presence on the following platforms:*

\_\_\_\_\_;

*WHEREAS, Influencer would like to display certain Goods for sale in exchange for a monetary amount;*

*WHEREAS, Sponsor would like to provide financial compensation to Influencer for displaying the Goods and influencing others to purchase.*

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

**Article 1 - SPONSORSHIP:**

During the Term of this Agreement, as defined below, Sponsor agrees to provide certain of the Sponsor's Goods (the "Sponsored Goods") to Influencer so that Influencer may display such Sponsored Goods through the following channels:

\_\_\_\_\_

Sponsor agrees to provide the Sponsored Goods at no cost.

**Article 2 - TERM:**

The Term of this Agreement shall begin on the Effective Date and end on the following date: \_\_\_\_\_ ("Termination Date").

The Parties may terminate this Agreement prior to the Termination Date for any reason by giving sixty (60) days' notice in writing to the other Party. If the reason for termination is a material breach by either Party, no prior notice is needed and the Agreement may be terminated immediately.

**Article 3 - EXCLUSIVITY:**

The Parties agree that the Sponsorship described throughout this Agreement shall be exclusive to both Parties. In other words, Sponsor may not sponsor another influencer, and Influencer may not work with any other sponsor.

**Article 4 - SPECIFIC TERMS:**

The specific terms applicable to the sponsorship are as follows:

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**Article 5 - INTERNAL REVENUE SERVICE:**

Sponsor and Influencer each acknowledge and agree that each Party is solely and exclusively responsible for their own tax liabilities due to the Internal Revenue Service (including, specifically, under the corporate sponsorship rules). Sponsor will provide any required paperwork or documentation to Influencer, but will not deduct funds or otherwise assist in the payment of Influencer's taxes in any way.

**Article 6 - FTC RULES:**

Sponsor and Influencer each acknowledge the requirement to follow guidelines promulgated by the Federal Trade Commission (FTC) regarding sponsorships and each Party hereby agrees to do so. Such requirements include disclosure of the sponsorship. Disclosure must include that Influencer has a material connection with Sponsor and that Influencer is being paid or receiving other consideration for the sponsorship.

**Article 7 - PAYMENT:**

Sponsor agrees to pay Influencer through the following method: Cash.

Influencer may be asked to submit current address information as well as accounting and tax documentation, such as a W8/W9 tax form. Accounting information may include the routing and account number of a bank where Influencer wishes a direct deposit to post.

Payment will be made as follows:

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**Article 8 - INTELLECTUAL PROPERTY:**

Sponsor is the sole owner of all right, title, and interest in and to all of Sponsor's intellectual property, including all logos, trademarks, trade names, patents, and copyrighted material, including but not limited to web materials ("Sponsor IP"). Influencer

is the sole owner of all right, title, and interest in and to all of Influencer's intellectual property, including all logos, trademarks, trade names, patents, and copyrighted material, including but not limited to web materials and Influencer's likenesses ("Influencer IP").

Sponsor hereby grants Influencer a limited, non-exclusive, non-transferable, revocable license to use the Sponsor IP solely and exclusively in connection with the terms of this Agreement. Influencer may use the Sponsor IP to promote Sponsor's goods, refer to the Sponsorship and/or to send third parties to Sponsor's online or brick-and-mortar properties for promotion. Influencer shall not use the Sponsor IP in any way to imply that Sponsor endorses Influencer or any of Influencer's products or services. Sponsor reserves the right to review and approve in advance all uses of the Sponsor IP.

Influencer hereby grants Sponsor a limited, non-exclusive, non-transferable, revocable license to use the Influencer IP solely and exclusively in connection with the terms of this Agreement. Sponsor may use the Influencer IP to refer to the Sponsorship.

Each Party hereby warrants and agrees that there are no encumbrances on their respective intellectual property and that no third-party rights will be violated by the grant of the limited licenses herein.

The licenses granted through this agreement will automatically terminate at the termination of this Agreement. Each Party agrees to cease use of the licensed intellectual property at that time.

#### **Article 9 -**

#### **Article 10 -**

#### **Article 11 -**

#### **Article 12 - GENERAL PROVISIONS:**

A) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

B) JURISDICTION, VENUE & CHOICE OF LAW: The laws of Alabama shall govern any matter or dispute relating to or arising out of this Agreement, as well as any

dispute of any kind that may arise between Sponsor and Influencer, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: \_\_\_\_\_, Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

C) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: \_\_\_\_\_. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

D) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

E) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

F) **NO WAIVER:** In the event that either Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

G) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

H) **FORCE MAJEURE:** Influencer is not liable for any failure to perform due to

causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax, at numbers and addresses which may be indicated above or notified to either Party from time to time.

***EXECUTION:***

**Influencer:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**Sponsor:**

Printed Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Representative Title: \_\_\_\_\_

Representative Signature: \_\_\_\_\_