**ATHLETE SPONSORSHIP AGREEMENT**

**THIS AGREEMENT** (“agreement”), effective as of DATE is made and entered into by and between, YOUR COMPANY, (“Company”) a State corporation of, ADDRESS by and through its representatives, and ATHLETES NAME(“Athlete”) a single person.

WHEREAS, Company is the Sponsor of the Athlete and

WHEREAS, Company and Athlete have reached agreement on terms and conditions upon which Company will sponsor the Athlete for a period certain and wish to memorialize that agreement herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **TERM OF AGREEMENT:** This contract shall begin upon the date of execution. It shall govern the period from date of execution and for a term of [detail length of time here] after at which time both parties may wish to execute a new agreement or may extend this agreement through a mutually signed writing.
2. **ATHLETE DUTIES AND RESPONSIBILITIES:** Athlete shall, at its sole cost and expense carry out the following duties:
3. [detail all **Athlete** duties here in format you prefer]
4. **COMPANY DUTIES AND RESPONSIBILITIES:** Company shall, at its sole cost and expense carry out the following duties:
5. [detail all **Company** duties here in format you prefer]
6. **COMPENSATION:** Company agrees to compensate Athlete in the following manner:
	1. [detail all compensation plans here-include reimbursement protocols]
7. **CONFIDENTIAL INFORMATION:** In connection with this Agreement, each party may disclose (for purposes of this section 5 “**Disclosing Party”)** or make available Confidential Information to the other party (for purposes of this section 5 “**Receiving Party**”). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party shall:
	1. not access or use the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement;
	2. not use the Disclosing Party's Confidential Information, directly or indirectly, in any manner to the detriment of the Disclosing Party or to obtain any competitive benefit with respect to the Disclosing Party;
	3. not disclose or permit access to Confidential Information other than to its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this section 5; and (C) are bound by [written] confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this section 5; and
	4. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
	5. The Disclosing Party is responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, this section 5.
	6. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives; (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.
8. **TERMINATION:** This agreement may be terminated by either party at any time. The terminating party must give the other party thirty (30) days written notice prior to termination. Any unpaid compensation from Company to Athlete must be paid in full upon termination. If Athlete wishes to terminate agreement, and has unfulfilled future obligations under same, Athlete will be required to fulfill such obligations unless Company agrees in writing to allow Athlete out of said obligation.
	1. On expiration or earlier termination of this Agreement:
		1. all licenses granted hereunder will also terminate and each party shall immediately cease using the other party's Marks and return to the other party such other party's Confidential Information.
9. **LICENSING PROVISION:**
	1. Company hereby grants Athlete, and Athlete hereby accepts, a non-exclusive, non-transferable, non-sub licensable right and license to use the Company Marks solely as necessary to provide the agreed upon benefits during the Term.
	2. Athlete hereby grants Company, and Company hereby accepts, a non-exclusive, non-transferable, non-sub licensable right and license to use the Athlete Marks during the Term:
	3. in its advertising, marketing, and promotional materials in all formats and media, including on its website, mobile apps, and social media sites on third-party websites and mobile apps, to identify and promote its association

with and its status as a Sponsored Athlete of the Company; and as the Company providing the sponsorship.

* 1. Both parties shall submit examples of all proposed uses of the other party's Marks to the other party for approval, provided that any failure of a party to object in writing to any proposed use within two (2) days shall be deemed approval of such use.
	2. Each party shall use the other party's Marks solely in accordance with the other party's trademark usage guidelines and quality control standards provided by such other party as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party or terminate such use. Neither party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party's Marks. All uses of a party's Marks, and all goodwill associated therewith, shall inure solely to the benefit of such party, and each party shall retain all right, title, and interest in and to its Marks.

1. **NON-DISPARAGING STATEMENTS:** Company and Athlete mutually agree to refrain, during the term of this agreement and for a period of one year thereafter, from making any disparaging statements, either orally or in writing, about each other, or any affiliate of the Company, or any of the Company's affiliates, directors, officers, agents, partners, other Athletes or representatives.
2. **INDEMNIFICATION:** Athlete, shall indemnify, defend, and hold harmless Company, its directors, officers, employees, affiliates, successors and assigns, and/or agents from and against any and all claims, suits, actions, liabilities, costs, reasonable attorney’s fees, expenses, damages and judgments, to the extent any such claims, suits, actions, liabilities, costs, reasonable attorney’s fees, expenses, damages, judgments or decrees result from solely any gross negligence, willful misconduct or act or omission of Athlete pursuant to this Agreement or any material breach of the Agreement by Athlete; provided, however in no event shall Athlete’s obligation to indemnify Company’s directors, officers, employees, affiliates, successors and assigns, and/or agents apply to any claims, suits, actions, liabilities, costs, reasonable attorney’s fees, expenses, damages and judgment or decree resulting from the negligence, gross negligence or willful misconduct of Company.
3. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties. Superseding in all respects any and all prior oral or written agreements or understandings pertaining to the services exchanged and shall be amended or modified only by written instrument signed by both parties hereto.
4. **SEVERABILITY:** If any part of this agreement is determined to be void, invalid, inoperative or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, said article or part shall be struck and all remaining provisions shall remain in full force and effect.
5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of X
6. **DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.
	1. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
7. **MISCELLANEOUS PROVISIONS:** This Agreement may not be modified or amended except in a writing executed by both parties hereto. Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party; provided, however, that no consent shall be necessary for an assignment to a successor entity of Company resulting from a merger, acquisition or consolidation by Company or an assignment, transfer, or sublicense to an affiliate of Company. Any assignment, transfer, or sublicense hereof in breach of this Section shall be null and void. Any waiver of any provision of this Agreement must be in writing and signed by the party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of Company or Athlete to enforce or seek enforcement of the terms of this Agreement shall not be construed as a waiver of performance

**IN WITNESS WHEREOF**

Both parties hereby declare that they understand thoroughly the above provisions and agree to sign and abide by such provisions. They shall each retain a copy of this contract for future reference.

SIGNED, SEALED AND DELIVERED on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2018.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Athlete]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Athlete]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Company]

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[Signature of Company]