

**COMMUNITY MEDIA CENTER OF CARROLL COUNTY, INC.**  
**SPONSOR AGREEMENT**

THIS QUALIFIED SPONSOR AGREEMENT (this "**Agreement**") is entered into effective \_\_\_\_\_ ("**Effective Date**"), by and between \_\_\_\_\_, a Corporation ("**Sponsor**"), and The Community Media Center of Carroll County, Inc., a nonprofit entity of the State of Maryland ("**CMC**").

CMC has the right to grant Sponsor certain sponsorship benefits related to CMC's produced programs.

Sponsor desires to identify itself as an official sponsor ("**Official Sponsor**") of CMC's **CMSportsNet** and receive sponsorship recognition rights provided in this Agreement in exchange for the sponsorship payment described in **Section 3** of this Agreement.

Sponsor is aware that the terms of this Agreement will not incorporate or affect any philanthropic payments donated to CMC by Sponsor, if any.

In consideration of good and valuable consideration received and acknowledged to be adequate, Sponsor and CMC agree as follows:

**1. Sponsorship Recognition.**

1.1. Recognition. CMC will provide to Sponsor recognition as set forth on **EXHIBIT A** Sponsorship Recognition & Guidelines, attached and incorporated for all purposes, so long as such recognition complies with **Section 1.2** and satisfies the qualified sponsorship requirements under the current Treasury Regulations. All sponsorship recognition provided under this Agreement is collectively referred to herein as "**Sponsorship Recognition**." All Sponsorship Recognition materials provided under this Agreement are collectively referred to as "**Sponsorship Recognition Material**."

1.2. No Endorsements. Notwithstanding any other term or condition of this Agreement to the contrary, no Sponsorship Recognition Material or recognition of Sponsor of any other any kind, may state or imply that CMC endorses a particular company, organization or any other entity, including Sponsor, or any other entity's goods or services, including Sponsor's goods or services.

1.3. Sponsorship Recognition is not Advertising. Sponsor acknowledges and agrees that Sponsorship Recognition is not advertising. Sponsor will not have the right to display a message in Sponsorship Recognition or Materials that contains a comparative or qualitative description of Sponsor's goods or services, price information about Sponsor's goods or services, or any other message that is a call to action or inducement to sell related to Sponsor's goods or services. CMC has the right to reject any advertisement or any other materials deemed unacceptable by CMC. The terms and conditions of this agreement are not conditional upon the number of viewers, web or social media analytics.

## 2. Term; Termination.

2.1 Term. The term ("Term") of this Agreement will commence on the Effective Date and will expire on \_\_\_\_\_ ("Expiration Date")

2.2 Termination with Cause. Either party may terminate this Agreement, effective upon delivery of a termination notice, without prejudice to any other legal or equitable rights to which such terminating party may be entitled, if (i) the other party fails to perform a material duty or obligation under this Agreement, and that failure is not (a) cured to the satisfaction of the non-defaulting party within thirty (30) days following written notice of the failure to the defaulting party, or (b) to the extent not reasonably curable within the thirty (30) day time period, attempted to be cured within the thirty (30) day period and, thereafter, pursued diligently until cured to the satisfaction of the non-defaulting party within a reasonable time period; or (ii) any of the representations or warranties made by the other party to this Agreement prove to be untrue or inaccurate in any material respect.

2.3 CMC's Rights to Terminate. CMC may immediately terminate this Agreement upon written notice to Sponsor, if CMC determines that continued affiliation with Sponsor is inconsistent with CMC's mission or philosophy and/or adversely impacts the reputation of CMC. If CMC terminates this Agreement under this Section 2.3, Sponsor will only be required to pay for a pro-rata portion of the Sponsorship Payment due to CMC based on the Sponsorship Recognition actually provided to Sponsor by CMC prior to termination. If Sponsor has, as of the effective date of termination, paid to CMC more than the pro-rata amount, CMC will refund the difference to Sponsor within thirty (30) days after the effective date of termination.

2.4 Continuing Obligations. Expiration or termination of this Agreement for any reason will not relieve either party from its obligation to (i) perform up to the effective date of expiration or termination, or (ii) perform such obligations as may survive expiration or termination.

## 3. Sponsorship Payment.

As consideration for the rights granted to Sponsor under this Agreement, Sponsor will pay to CMC the amount of \$ \_\_\_\_\_ according to the following payment schedule. The Sponsorship Payment will be payable as follows:

**Due upon receipt of invoice by check, credit card or ACH**

## 4. Payment and Billing.

4.1 Manner of Payment. Unless otherwise provided by this Agreement, the Sponsorship Payment under this Agreement will be paid by check made payable to CMC and mailed to 1301 Washington Road, Westminster, MD 21157, Attention: Accounts Payable.

Failure to pay the Sponsorship Payment on the date(s) specified in Section 3 of this Agreement will constitute a breach of this Agreement. In the event of a breach, CMC may exercise all its legal rights and remedies and immediately suspend all future Sponsorship Recognition under this Agreement. Sponsor will continue to be responsible for all unpaid Sponsorship Payments under this Agreement.

## **5. Indemnification.**

5.1 General Indemnity. TO THE FULLEST EXTENT PERMITTED BY LAW, SPONSOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CMC, AND HOLD HARMLESS CMC AND THE CMC AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM, IN WHOLE OR IN PART, ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF SPONSOR, ANYONE DIRECTLY EMPLOYED BY SPONSOR OR ANYONE FOR WHOSE ACTS SPONSOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY ADDITIONAL COUNSEL AT THEIR OWN ADDITIONAL EXPENSE.

5.2 Intellectual Property Indemnity. SPONSOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY CMC, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF SPONSOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, CMC WILL PROMPTLY NOTIFY SPONSOR AND SPONSOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, CMC AGREES TO REASONABLY COOPERATE WITH SPONSOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY ADDITIONAL COUNSEL AT THEIR OWN ADDITIONAL EXPENSE.

## **6. Intellectual Property.**

6.1. CMC Intellectual Property. The CMC retains all ownership rights of the programming and related content. CMC grants a nonexclusive limited license to distribute the programming during the term of this agreement within the business premises.

6.2. Releases and Clearances. Sponsor represents and warrants that for all Sponsorship Recognition Material, Sponsor has procured any and all necessary exclusive rights, clearances and permissions for Sponsor's production and CMC's distribution of the Sponsorship Recognition Material as contemplated in this Agreement, including any and all rights, clearances and/or permissions necessary to use all locations, names, likenesses, identities, trademarks and service marks.

7. Relationship of the Parties. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Sponsor is an independent entity and is not a partner, joint venturer, or agent of CMC. Sponsor will not bind nor attempt to bind CMC to any agreement or contract. As an independent entity, Sponsor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

**8. Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to CMC: The Community Media Center of Carroll County, Inc.  
Marketing and Accounting Services  
1301 Washington Road, Westminster, MD 21157  
Fax 410-875-2358  
Email: info@carrollmediacenter.org  
Attention: Richard Turner,  
Executive Director

with copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

If to Sponsor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_  
Fax: \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

**9. General.**

9.1. Inability to Broadcast or Publish. If CMC, due to public emergency or necessity, technical interruptions, legal restrictions, labor disputes, strikes, boycotts, secondary boycotts, acts of God, (whether or not such acts of God have occurred frequently or habitually or are of a common or seasonal occurrence in the general locality of such broadcasting or publishing), or for any reason, including mechanical breakdowns beyond the control and without the fault of CMC, is unable to distribute Sponsorship Recognition Materials at the time specified, CMC will not be liable to Sponsor.

9.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Sponsor and CMC and will supersede any and all other agreements between the parties whether verbal or otherwise. Any amendment or modification of this Agreement must be in writing and signed by an authorized representative of both parties.

9.3. Severability. If any provision of this Agreement or the application of such provision to any person or circumstance is held to be invalid, the remainder of this Agreement and

the application of such provision to other persons or circumstances will not be affected.

9.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will constitute an original of this Agreement, but all the counterparts will together constitute the same agreement. No counterpart will be effective until each party has executed at least one counterpart.

9.5. Subject to Laws, Regulations and Rules. This Agreement and all rights granted under this Agreement are subject to all applicable federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "**Applicable Laws**")

9.6. Compliance with Law and Rules: Licenses and Permits. Sponsor and CMC will comply with all Applicable Laws. In addition, each party will obtain and maintain in effect at its sole expense, all licenses or permits that are required for that party's performance of this Agreement. This agreement shall be interpreted and enforced in accordance with the laws of Maryland. The parties agree that any cause of action arising hereunder shall be brought in Carroll County, Maryland.

9.7. Assignment: Waiver. This Agreement, including the rights under it, may not be assigned or transferred by Sponsor, nor may CMC be required to broadcast or publish Sponsorship Recognition Materials that recognize or benefit any entity other than Sponsor. Failure of CMC or Sponsor to enforce any provision of this Agreement will not be construed as a general relinquishment or waiver as to that provision or any other provision of this Agreement.

9.8. Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

9.9. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

9.10. Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

9.11. Survival of Provisions. No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination.

9.12. Ethics Matters: No Financial Interest. Sponsor and its employees, agents, representatives and subcontractors have read and understand:

Neither Sponsor nor its employees, agents, representatives or subcontractors will assist or cause CMC employees to violate CMC's Conflicts of Interest Policy (**Exhibit B**), provisions described by CMC's Standards of Conduct Guide, or applicable state ethics laws or rules. Sponsor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

9.13. Loss of Funding. Performance by CMC under this Agreement may be dependent upon the appropriation and allotment of funds by the Carroll County Government (the "CCG") and/or allocation of funds by the CMC Board of Directors. If the CCG fails to appropriate

or allot the necessary funds, or the Board fails to allocate the necessary funds, then CMC will issue written notice to Sponsor and CMC may terminate this Agreement without further duty or obligation hereunder.

9.14. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CMC PROVIDES ANY AND ALL SERVICES TO SPONSOR UNDER THIS AGREEMENT "AS IS", WITHOUT WARRANTIES, GUARANTEES, CERTIFICATIONS, OR REPRESENTATIONS OF ANY KIND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CMC EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, (2) CMC'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY SPONSOR TO CMC DURING THE IMMEDIATELY PRECEDING CONTIGUOUS TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT, AND (3) CMC WILL NOT BE RESPONSIBLE OR LIABLE TO SPONSOR OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SPONSOR FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS, REVENUES, OR SAVINGS, EVEN IF CMC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.15. Tax Liability. The Sponsorship Payment is intended to be a qualified sponsorship payment as defined in the *Internal Revenue Code*. Sponsor acknowledges that the issue of tax liability as a result of entering into this Agreement is an important concern to CMC.

The parties have executed this Agreement as of the dates indicated below.

**"CMC"**

**The Community Media Center of Carroll County, Inc.**

By: \_\_\_\_\_

Name: Richard Turner

Title: Executive Director

Date: \_\_\_\_\_

**"Sponsor"**

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Attach:**

**EXHIBIT A** – Sponsorship Recognition & Guidelines

**EXHIBIT B** – CMC Conflict of Interest Policy

