

EVENT SPONSORSHIP CONTRACT

The following shall constitute the full agreement between _____ (Sponsor) (hereinafter referred to as the "Sponsor") and _____ (Artist's Management/Promoter) (hereinafter referred to as the "Manager") for the services of _____ (Artist/Event) (hereinafter referred to as the "Artist/Event") in connection with the Sponsor's products and services (all collectively hereinafter referred to as the "Products").

1. Sponsor shall be the exclusive sponsor of the Artist/Event tentatively scheduled for _____ (Event date or Tour dates) _____. Without limiting the generality of the foregoing, no other party (e.g. a local radio station or product manufacturer) may be listed or mentioned as a sponsor or presenter of the Event/Artist.

2. As full compensation for the rights and services granted herein, Sponsor shall pay Manager the sum of _____ dollars (\$ _____) , payable on or before the following date _____.

3. In connection with said Artist/Event, Sponsor shall receive _____ (_____) tickets at no cost for each performance. Such tickets shall be for favorable seats in the highest price range and locations. In addition, Sponsor shall have the right to purchase, at the ticket's face value price, up to ten percent (10%) of concert tickets at each venue, said tickets to be for favorable seats in the highest price range and to be made available at the earliest date(s) possible.

4. (a) An official logo and identification phraseology or catch phrase shall be developed for the Artist/Event by manager which shall be subject to the approval of the Sponsor and which shall refer to Sponsor (in first position), Artist/Event (e.g. Sponsor presents Artist/Event). Such logo and/or identification phraseology, where applicable, shall be prominently included in all promotional and advertising references which relate to the Artist/Event and disseminated throughout any media (e.g. print, radio, television and point of sale) by promoter or company announcing the Artist/Event. Nothing herein contained shall constitute an obligation on Sponsor's part to advertise or promote the Artist/Event, it being understood by the parties hereto that the Sponsor may do so at its option or may refrain therefrom.

(b) Any uses of the official logo and/or identification phraseology or catch phrase, other than specifically provided for in this Agreement, shall require the prior written permission of both Sponsor and Manager.

5. (a) Sponsor's sponsorship of the Artist/Attraction shall be prominently featured and/or displayed in connection with the Artist/Event and all aspects thereof, including but not limited to, references on tickets, passes, handbills, inflatables (where applicable), indoor and outdoor venue signage (where applicable), venue marquee, stationary (if any), press releases, the stage and curtain (where applicable) and a sponsor reference on the front cover of any Official Programs. The form of such sponsorship references shall be subject to the mutual approval of the

Sponsor and Manager. Sponsor shall be responsible for providing banners with its name and/or logo of Sponsor's products and/or references to its sponsorship of the Artist/Event, provided such banners contain references to the Sponsor/Products (which banners Manager shall cause to be prominently displayed in the venue(s)), graphic layouts, vehicles signage (but only if Sponsor requests same) and any other materials deemed necessary or desirable by both Sponsor and Manager. A Sponsor's sponsorship reference(s) shall appear on the backside of all T-shirts and on all other clothing items sold (the manner and location of such sponsorship reference on such other clothing to be determined by Manager and approved by Sponsor), which are offered for sale to the public; provided, however, if Manager feels it advisable, up to twenty-five percent (25%) of such other clothing items offered for sale to the public need not include such sponsorship references. Sponsors' sponsorship reference on T-shirts and other clothing shall be at least one inch in diameter and comparable to the size of any reference to venue or promoter references, and Manager will use his/her best efforts to satisfy Sponsor's reasonable requirements with respect to such sponsorship references. All such Sponsor's sponsorship references shall refer to the promoter or venue in a manner mutually agreeable to Manager and Sponsor. The official logo and/or identification phraseology or catch phrase shall be included in the posters offered for sale by or under the auspices of the Manager or Artist/Event or their perspective agents or licensees.

(b) Sponsor's products will be the only such products provided in the backstage area and none of the products of Sponsor's competitors shall be publicly consumed by Artist or his/her employees at the venue or otherwise during the term hereof.

6. Manager shall use his/her best efforts to provide Sponsor with exclusive venue signage and to permit Sponsor to sell and/or distribute its Products at all venues; subject, however, to each venue's rules, regulations, and prior contractual obligations.

7. Manager shall hold a press conference regarding the Artist/Event on or about _____(date)_____, and, unless Sponsor otherwise agrees, the only reference to Sponsor shall be Sponsor's sponsorship of the Artist/Event.

8. Sponsor shall have the right to offer a single poster, T-shirts and other items as premium merchandise to the public featuring the identification of one or more of the Sponsor's Products and Artist/Event's name and/or likeness; provided such items shall be subject to Manager's prior approval as to quality, design, appropriateness and consumer value. Sponsor recognizes that Manager and Artist/Event shall be exploiting merchandising rights in connection with Artist/Event and that the Sponsor's premium items shall in some manner differ in design from those offered in connection with the Manager's exploitation of its merchandise rights so as to minimize direct competition between Sponsor's and Manager's respective items being exploited. The poster and other items shall be offered on a free or self-liquidating basis.

9. Sponsor shall use its best efforts to promote to the public Manager's premium merchandise during the term of this Agreement, provided such material is acceptable to the Sponsor with respect to quality, appropriateness, design and

consumer value. Sponsor agrees to use its best efforts to assist Manager to develop merchandise items that meet Sponsor's reasonable criteria as provided herein. Manager shall indemnify Sponsor for any liability in connection with its premium merchandise offer. Sponsor shall likewise indemnify Manager and Artist/Event for any liability from Sponsor's premium merchandise offer, exclusive of product liability relating to the materials provided by Manager.

10. Artist/Event grants to the Sponsor the right to use the Artist/Event's name and likeness for advertising and promotional materials during the term of this Agreement in connection with the Sponsor's Products on the following terms and conditions:

(a) Manager or Manager's authorized representative shall be available and shall cooperate in pre-production consultation. Manager shall provide Sponsor with _____ () consecutive full days of the services of Manager and/or Manager's representative(s), tentatively scheduled for _____, to produce and record for such advertising and promotional materials. All such work days shall otherwise be at mutually agreeable times.

(b) From the results of the services rendered pursuant to subparagraph (a) above, the Sponsor may produce two (2) television commercials with two (2) local television tag formats, two (2) local radio tag formats, two (2) print ad designs, two (2) outdoor billboard ad designs and one (1) point of sale design, all for use from _____ through _____ to promote Sponsor's products separately and/or in connection with the Artist/Event. Print ads, outdoor billboards and the point of sale pieces can be appropriately modified as to size and other minor modifications, provided such modifications do not change the basic concept.

(c) The commercial materials produced hereunder may be used throughout the United States, Canada and Mexico during the term of this Agreement.

(d) Artist/Event shall not endorse nor render any promotion, publicly or advertising services for any product or service retailer anywhere in the territories mentioned in paragraph 10 (c) above nor grant licenses for the name and/or likeness in connection therewith.

11. The term of this Agreement shall commence with the execution hereof by Sponsor, Manager and/or Artist/Event and shall continue until _____, 20____.

12. Sponsor shall be given the right of first negotiation and first refusal with respect to the sponsorship, if any, of any television specials or comparable television appearances whether on free, pay or cable television, prominently featuring Artist/Event, which is substantially filmed, taped and/or produced during the term of this Agreement, provided that this right of first negotiation and refusal shall not apply to materials substantially produced, taped and/or filmed prior the effective date of this Agreement.

13. All trademarks, photos, transparencies and similar production materials produced hereunder shall be the exclusive property of the Manager and shall be returned promptly after the expiration of this Agreement, provided that any underlying music and lyrics provided by Sponsor shall be owned by the Sponsor. Further, following the expiration or termination of this Agreement, no further use whatsoever may be made of official logo by Sponsor, Manager and/or Artist/Event, but the official logo may be used by Manager and Artist/Event without a reference to Sponsor or Sponsor's Product(s).

14. Manager and Artist/Event shall secure and maintain throughout the term of this Agreement all insurance customarily secured for tours/events of the stature and size, subject to the mutual approval as to the type of insurance and the amount of coverage, which policies may, at the Sponsor's option, name Sponsor as an additional named insured. If Sponsor is so named, Sponsor will bear the proportionate cost of any and all premiums paid on such insurance.

15. If Manager is prevented from fully performing the terms and conditions of this Agreement due to a Force Majeure as customarily defined in the entertainment industry, Manager and/or Sponsor may suspend and/or terminate this Agreement in accordance with standard industry provisions for such occurrences, provided in no event shall Manager be obligated to return any sums advanced, loaned or paid hereunder. The parties hereto will attempt in good faith to negotiate a more detailed Force Majeure clause as provided below.

16. The Sponsor, Manager, and Artist/Event agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party except as expressly provided herein.

17. Sponsor shall have no liability whatsoever with respect to any commissions due agents of Manager and/or Artist/Event in connection with the securing of this Agreement, all of which obligations shall be contractor's sole liability, and Sponsor shall likewise be solely responsible for any commissions due its agents.

18. Sponsor shall have the right to hold receptions and other social affairs and events in association with the Artist/Event for the purpose of entertaining clients, retailers, contest winners, etc. Artist/Event shall have the obligation to participate in these receptions.

19. Artist/Event, Manager and Sponsor warrant and represent they have the right and authority to enter into this Agreement and their performance hereunder shall not conflict with the rights granted any other party. Manager and Artist/Event agree to be jointly and severally liable for the performance of their obligations under this Agreement.

20. This Agreement is construed and guided in accordance with the laws of the State of _____ and, in the event of any litigation between the parties hereto, _____ laws shall

govern and the location of any litigation or arbitration shall be under the jurisdiction of the State of _____.

21. Should any portion of this Agreement be found to be invalid or unenforceable, it shall not effect the remainder of this Agreement.

22. This Agreement is intended to be fully binding on the parties hereunder provided this Agreement shall not become effective until formally approved by Artist/Event which approval must occur within seven (7) business days from the date hereto and executed by all other parties listed. It is contemplated that this Agreement between the parties containing additional terms and conditions customarily contained in agreements of this type (e.g rights to secure life insurance, indemnities, conduct clauses, protection of trademark, reasonable notice and cure provisions, where appropriate, etc.), all of which shall be negotiated in good faith. Provided, however, that until such more detailed agreement is executed, this Agreement shall remain in full force and effect after the approval of the Artist/Event.

In consideration of the terms and obligations of this Agreement, the parties hereto set their hands.

By _____ By _____
Manager Sponsor

By _____
Artist/Event

MusicSponge.com