



ONE YEAR SPONSORSHIP AGREEMENT

RiverSpeak.net
509.466.0376
riverspeak.net@gmail.com

SPONSOR: _____

DATE: _____

START DATE: _____

END DATE: _____

RATE: \$10 per month

TOTAL: \$120

SPONSOR BENEFIT: 125x125 sponsorship graphic space on RiverSpeak.net that will be linked to the SPONSOR's website.

COMMENTS

SPONSOR will sponsor RiverSpeak for a duration of one year at the rate of \$10 a month, for a total of \$120. In gratitude, RiverSpeak will provide SPONSOR with a 125x125 Graphic on the right sidebar of RiverSpeak.net that will rotate through the run of the site (each page refresh will rotate the Graphics) for a duration of one year. SPONSOR will provide the Graphic to RiverSpeak. This Sponsorship Agreement is subject to the Terms and Conditions listed below.

TERMS AND CONDITIONS

ACCEPTANCE

By submitting a 125x125 Graphic to RiverSpeak, SPONSOR or its agency (collectively "SPONSOR"), agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to any individual RiverSpeak Service or that of its fiscal sponsor, Community-Minded Enterprises. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions and shall govern the Sponsorship Agreement.

CONDITIONS AND RESTRICTIONS ON USE

All Sponsorship Agreements are subject to acceptance by RiverSpeak. Sponsorship rates will remain the same for the duration of this Agreement. RiverSpeak reserves the right to refuse or cancel any Sponsorship Agreement, without cause, at any time, refunding \$10 to SPONSOR for every month left under the Agreement. The Standard Terms and Sponsorship Agreement shall be collectively known as the "Agreement." SPONSOR and its agency (if applicable) shall be jointly and severally responsible under this Agreement.

1. **Term of Agreement.** The term of this Agreement commences on the Start Date set forth by the Sponsorship Agreement and terminates on the End Date also set forth in the Agreement.

2. **Terms of Sponsorship.** The SPONSOR will submit to Community-Minded Enterprises (the fiscal sponsor of RiverSpeak) the \$120 prior to the Start Date of the Agreement, or by a payment schedule approved by RiverSpeak. In the event of any failure by SPONSOR to make a timely payment, RiverSpeak reserves the right to suspend the Sponsorship Agreement. All payment amounts in this Agreement are in U.S. dollars and are to be made out to Community-Minded Enterprises, the fiscal Sponsor of RiverSpeak.

3. **Positioning.** Except as otherwise expressly provided in the Sponsorship Agreement, positioning of Graphics within the RiverSpeak web site or on any page is at the sole discretion of RiverSpeak. The Graphic will rotate through the run of the site (multiple sponsors' Graphics may rotate through the same space).

4. **Renewal.** Except as expressly set forth in the Sponsorship Agreement, any renewal of the Sponsorship Agreement and acceptance of any additional Sponsorship Agreement shall be at RiverSpeak's sole discretion. Pricing for any renewal period is subject to change by and is solely at RiverSpeak's discretion.

5. **No Assignment or Resale of Space.** SPONSOR may not resell, assign, or transfer any of its rights hereunder. Any attempt by SPONSOR to resell, assign or transfer such rights shall result in immediate and automatic termination of this Agreement, without liability to RiverSpeak.

6. **Provision of Materials.** (a) SPONSOR will provide all materials for the 125x125 Graphic in accordance with RiverSpeak's policies in effect at the time, including without limitation the manner of transmission to RiverSpeak and the lead-time prior to publication of the Graphic. RiverSpeak shall not be required to publish any Graphic that is not received in accordance with such. All changes to Graphic placements must be made in writing to brooke@spokaneriverspeak.org and will take effect within two weeks of RiverSpeak's receiving the material. SPONSOR hereby grants to RiverSpeak a nonexclusive, worldwide, fully paid license to use, perform, reproduce, display, transmit, and distribute the Graphic and all contents therein in accordance herewith. (b) If SPONSOR uses third parties to serve the Graphic hereunder ("Third Parties"), SPONSOR shall be responsible for such Third Parties complying with the terms of this Agreement.

7. **Statistics.** Unless specified in the Sponsorship Agreement, RiverSpeak makes no guarantee with respect to usage statistics or levels of impressions or click-throughs for any Graphic.

8. **Right to Reject Sponsorship.** All contents of sponsorships (including those served by Third Parties) are subject to RiverSpeak's approval. RiverSpeak reserves the right to reject or cancel any Graphic, Sponsorship Agreement, URL link, space reservation or position commitment, at any time, for any reason whatsoever (including belief by RiverSpeak that any placement thereof may degrade the graphic quality of RiverSpeak.net or may subject RiverSpeak to criminal or civil liability).

9. **No Warranty.** RiverSpeak MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER, INCLUDING WITHOUT LIMITATION SPONSORSHIP AND OTHER SERVICES, AND EXPRESSLY DISCLAIMS THE WARRANTIES OR CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

10. **Limitations of Liability.** In the event that RiverSpeak fails to publish a Graphic in accordance with the schedule provided in the Sponsorship Agreement, or in the event that RiverSpeak fails to deliver the full time period of the Sponsorship Agreement (if any), or in the event of any other failure, technical or otherwise of such Graphic to appear as provided in the Sponsorship Agreement, the sole liability of RiverSpeak and exclusive remedy of SPONSOR shall be limited to placement of the Graphic at a later time in a comparable position until the total sponsorship time is delivered. In no event shall RiverSpeak be liable for any act or omission, or any event directly or indirectly resulting from any act or omission, of Third Parties (if any). IN NO EVENT SHALL RIVERSPEAK OR ITS FISCAL SPONSOR, COMMUNITY-MINDED ENTERPRISES, BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, SPECIAL, LOST PROFITS, INDIRECT OR OTHER DAMAGES, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, EVEN IF RIVERSPEAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. RIVERSPEAK'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AMOUNT RECEIVED BY RIVERSPEAK FROM SPONSOR FOR THE SPONSORSHIP AGREEMENT GIVING RISE TO THE CLAIM. SPONSOR acknowledges that RiverSpeak has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the agreement between the parties.

11. **SPONSOR's Representations; Indemnification.** SPONSOR represents and warrants to RiverSpeak, and Third Parties (if any), that SPONSOR holds all necessary rights to permit the use of the Graphic by RiverSpeak for the purpose of this Agreement; and that the use, reproduction, distribution, transmission or display of Graphic, any data regarding users, and any material to which users can link, or any products or services made available to users, through the Graphic will not (a) violate any criminal laws or any rights of any third parties or (b) contain any material that is

unlawful or otherwise objectionable, including without limitation any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable law. SPONSOR agrees to indemnify, defend and hold RiverSpeak and Third Parties (if any) harmless from and against any and all liability, loss, damages, claims or causes of action, including reasonable legal fees and expenses, arising out of or related to (i) breach of any of the foregoing representations and warranties, or (ii) any third-party claim arising from use of or access to the Graphic under this Agreement or any material to which users can link, or any products or services made available to users, through the Graphic under this Agreement.

12. **Cancellations.** Except as otherwise provided in the Sponsorship Agreement, the Sponsorship Agreement is non-cancelable by SPONSOR. If SPONSOR cancels the Sponsorship Agreement, in whole or in part, SPONSOR agrees to pay the full amount detailed in the Sponsorship Agreement and any additional early cancellation charges.

13. **Construction.** No term or condition other than those set forth in the Standard Terms or in the Sponsorship Agreement relating to Graphic scheduling and pricing shall be binding on RiverSpeak unless in a writing signed by duly authorized representatives of the parties. In the event of any inconsistency between the Sponsorship Agreement and the Standard Terms, the Standard Terms shall control. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by SPONSOR, including SPONSOR's Sponsorship Agreement, and SPONSOR hereby disclaims any terms therein, except for terms therein relating to Graphic scheduling and pricing.

14. **Confidentiality.** "Confidential Information" shall mean (i) Graphics, prior to publication; (ii) the Sponsorship Agreement and any RiverSpeak statistics that shall be deemed RiverSpeak Confidential Information; and/or (iii) any information designated in writing, or identified orally at time of disclosure, by the disclosing party as "confidential" or "proprietary." During the term of this Agreement, and for a period of two years following this term, neither party will use or disclose any Confidential Information of the other party except as specifically contemplated herein. The foregoing restriction does not apply to information that: (i) has been independently developed by the receiving party without access to the other party's Confidential Information; (ii) has become publicly known through no breach of this Section 14 by the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure; (iv) has been approved for release in writing by the disclosing party; or (v) is required to be disclosed by a competent legal or governmental authority.

15. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to principles of conflicts of law. This Agreement may be amended only by a writing executed by a duly authorized representative of each party. Any dispute hereunder will be negotiated in good faith between the parties within 45 days commencing upon written notice from one party to the other. Any notices under this Agreement shall be sent to the addresses set forth in the Sponsorship Agreement (or in a separate writing) by facsimile or nationally recognized express delivery service and deemed given upon receipt. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party. If any provision contained in this Agreement is determined to be invalid, illegal, or unenforceable in any respect under any applicable law, then such provision will be severed and replaced with a new provision that most closely reflects the original intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

AGREEMENT

By signing, the parties of RiverSpeak and SPONSOR agree to the Terms and Conditions above, for the dates of _____ through _____.

Representative of SPONSOR

Date

Representative of RiverSpeak

Date