



ADVERTISING SPONSORSHIP AGREEMENT

TWIN CITIES BICYCLING CLUB • P.O. BOX 131086 • ROSEVILLE, MN 55113

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the **TWIN CITIES BICYCLING CLUB**, a Minnesota 501c3 non-profit corporation ("TCBC") and _____ ("SPONSOR").

WHEREAS, TCBC and Sponsor desire to enter into an agreement whereby Sponsor contributes cash to TCBC in exchange for the receipt of certain services; **NOW, THEREFORE**, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1. Upon execution of this Agreement at the _____ level, the SPONSOR agrees to pay TCBC quarterly payments of \$ _____ per quarter for four quarters.
2. Provide sponsor with coverage as stated in chosen package from media packet addendum to this contract.
3. Right to Refuse Unacceptable Advertising. As a precondition for the right to advertise, TCBC reserves the right to (a) reject any Advertisement for any reason at any time even though a reservation has been previously acknowledged (provided that, upon such cancellation, TCBC shall return any payment received with respect to such rejected Advertisement), and (b) refuse any Advertisement that does not completely conform to every detail, instruction, method and guideline determined by TCBC in its Technical Specifications (subject to change at any time by TCBC in its sole discretion).
4. Truth in Advertising and Indemnification for Liability. Sponsor is solely responsible for any legal liability arising out of or relating to (1) the Advertisement, and/or (2) any material to which users can acquire through the advertisement. Sponsor specifically represents and warrants that the Advertisement complies with TCBC's advertising standards, and that it holds all of the necessary rights to permit the use of the Advertisement by TCBC for the purpose of this Agreement; and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity. Sponsor agrees to indemnify TCBC and to hold TCBC harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by TCBC, arising out of or related to Sponsor's breach of any of the foregoing representations and warranties.
5. Limitation on Damages. In no event will TCBC be liable to Sponsor for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not TCBC has been advised of the possibility of such damage.
6. TCBC makes no express or implied warranty of merchantability or fitness for any particular purpose or any other warranty, as to any matter whatsoever, including, without limitation, such that the services described above will result in any sales of sponsor's goods or services or will be seen by a specific number of people.
7. The services provided by TCBC hereunder shall be solely for the benefit of Sponsor, and neither this Agreement nor the services described herein shall confer any rights to any other party as a third party beneficiary or otherwise.
8. This Agreement constitutes the entire agreement between the parties, and there are no verbal understandings changing or modifying any of the terms of this Agreement. All prior discussions about the services offered herein are hereby merged into this Agreement. This Agreement may not be changed, modified or varied, except in writing and signed by an authorized representative of the parties.
9. Should any part or provision of this Agreement be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Further, if any provision of this Agreement is determined to be overbroad, as written, that provision shall be considered for amendment to narrow its application to the extent necessary to make the provision enforceable according to the applicable law and enforced as amended.

Sponsor Entity: _____

Email Address: _____

Representative Name: _____

Billing Contact: _____

Signature/Date: _____

Mailing Address: _____

Mailing Address: _____

Phone(s): _____

Phone & Email: _____

Email Address: _____

TCBC Representative: _____

Ad Copy Contact: _____

Signature/Date: _____

Phone(s): _____

Email: ads@biketcbc.org