



## PARTNERSHIP AGREEMENT

This Agreement is made and entered into on \_\_\_\_/\_\_\_\_/\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as "Client") and Bryan Richey Group dba: BAD Outdoors (hereinafter referred to as "Producer"). This Agreement will remain in effect for 12 months.

### Partnership Opportunity

Unless otherwise noted in this Agreement, Producer agrees to provide the Client with the following partnership opportunities:

#### BAD Outdoors agrees to provide Client the following promotional services:

1. **Social Media un-boxing or demo video:** We will create a video of your product or company and provide it to you or post to our social media.
2. **High Resolution Images:** While filming the demo video we will provide additional captured content of your product for you to use. This may be 10 pictures or 50, depends on time in field with product.
3. **15-second Commercial:** We have a commercial rotation for partners to provide commercials throughout our airing times. You provide the video and we will put it in our rotation.
4. **Closed Captioning Billboard:** Your logo displayed at the end of each episode for 13 weeks.

#### In exchange, Client agrees to provide BAD Outdoors the following (check one):

- Payment: \$450.00
- Needed product(s) for content creation: Shipped to BAD Outdoors 257 N. Calderwood St. #338 Alcoa, TN 37801

### Terms and Delivery

- **Promotional Activities:** BAD Outdoors will commence promotional activities starting within 60 days of receiving physical and digital assets. Delivery of all services will be completed within 12 months.

### Program Content

The Client represents and warrants that its promotional material will not contain any material that is illegal, defamatory, or in violation of any rights of privacy, copyright, or literary rights of any party. The Client further warrants and represents that it owns or has acquired all necessary rights to each and every element of its promotional material, including all applicable licenses. Additionally, the Client warrants that it has valid and subsisting agreements with persons appearing in its programming, as well as personnel, and will hold harmless the Producer with respect thereof.

### Contract Period

The contract period will end one year from the agreement date. Renewal of this Agreement will be at the sole discretion of the Client. It is the Producer's responsibility to supply feedback to the Client regarding the services rendered during the

contract period. This feedback can include, but is not limited to, email updates, copies of shows, social media posts, trade show materials, photos, and videos.

### General Provisions

This Agreement constitutes the entire understanding between the Producer and the Client and shall be construed in accordance with the laws of the State of Tennessee. Waiver of any provision in any instance will not constitute a general waiver of any right hereunder. No verbal stipulations will be binding unless agreed upon in writing. This Agreement cannot be modified except by written consent signed by both parties.

Nothing contained herein shall be deemed to create a joint venture, partnership, or agency relationship between the parties, and neither party shall hold itself out as such.

In the event of any controversy or claim arising out of this Agreement, it shall be resolved by arbitration in accordance with The Commercial Arbitration Rules of The American Arbitration Association.

The undersigned hereby certifies and warrants that they have full power, right, and authority to enter into this Agreement, have read it in its entirety, understand all of its terms and provisions, and that no acceptance thereof shall be valid which modifies said terms and conditions.

Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Producer: Bryan Richey Group dba: BAD Outdoors

Address: 257 N. Calderwood St #338 Alcoa, TN 37701 Telephone: 865-895-4696

Authorized Name: Bryan Richey Signature: \_\_\_\_\_

Sales Rep Name: \_\_\_\_\_ Sales Rep ID #: \_\_\_\_\_