**CMMX SPONSORSHIP AGREEMENT (2021)**

This Sponsorship Agreement [known hereafter as the "Agreement"] is executed on this [Agreement Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] between [Name of Sponsor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known hereafter as the "Sponsor"] and **CMMX, LLP**, known hereafter as the "Sponsored Party."

**Terms of Agreement**

1. Definitions

Tier 1 – Bronze Sponsor

This level of support would be for cash, awards, products, or supplies valued between $150-$499 donated. This includes, products, gift certificates, shirts, hats and any products you wish to supply for promotion.

Tier 2 – Silver Sponsor

This level of support would be for cash, awards, products, or supplies valued between $500-$749 donated. This includes, products, gift certificates, shirts, hats and any products you wish to supply for promotion.

Tier 3 – Gold Sponsor

This level of support would be for cash, awards, products, or supplies valued between $750-$1,000 donated. This includes, products, gift certificates, shirts, hats and any products you wish to supply for promotion.

Tier 4 – Title Sponsor

This level of support would be for cash, awards, products, or supplies valued over $1000.

1. Sponsor Obligations

The Sponsor agrees to pay the amount of [Sponsorship Fee] as defined above, made payable to CMMX and due on [Date of Payment Due].

1. Sponsored Party Obligations

The Sponsored Party will give the Sponsor contribution for the following benefits:

Tier 1 – Bronze Sponsor

With this support level, the sponsor would get a logo on the website along with media blasts from our social media site.

Tier 2 – Silver Sponsor

With this support level, the sponsor would get a logo on the series flyer and website, along with media blasts on our platforms and web sites. We would also provide promotion of your products through banner placement, and brochures.

Tier 3 – Gold Sponsor

With this support level, the sponsor would get logo placement on the website, the flyer, and media blasts on our platforms. Our staff would also mention your name or business in all correspondence made at each event on the program, banners, radio and brochures and may include specific support for the individual events. Announcements on race day of your support and product display at select events.

Tier 5 – Title Sponsor

With this support level, the sponsor would be the showcase sponsor on the website and have the largest logo on the flyers, promotional apparel, track display and awards. Also, throughout the year, the club would work with the title sponsor with select promotional platforms that would include social media, public displays and email blasts. Announcement on race day of your support and product display at select events.

1. Sponsor Trademarks and Materials

Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsored Party the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with CMMX. Sponsored Party agrees to use materials according to Sponsor's trademark usage guidelines.

The Sponsor agrees to offer the following materials for marketing and promotional purposes as defined in section 1.

1. Indemnity

The Sponsor will indemnify, defend, and hold the Sponsored Party harmless from and against any claims relating directly or indirectly to, or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

The Sponsored Party will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Sponsored Party and Sponsored Party's employers, directors, or officers.

Sponsor will give Sponsored Party prompt written notice of any suit or claim that comes within the purview of these indemnities.

1. Limitation of Liability

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from breach of contract, breach of warranties, tort, strict liability, or otherwise.

1. Term and Termination

This Agreement will be valid for the period of [Starting Date] to [Ending Date].

The Sponsored Party may terminate this Agreement at any time for any reason. In the event that the Sponsored Party terminates this Agreement for any reason other than Sponsor's breach of Agreement, the Sponsored Party shall refund any fees received from the Sponsor and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

The Sponsor may terminate this Agreement for breach of Agreement by the Sponsored Party after giving Sponsored Party at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsored Party at least ten (10) days to resolve such breach. If breach occurs less than ten (10) days before the event, Sponsor may terminate this Agreement if breach is not resolved by the first day of the event.

1. Disagreement

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

1. Miscellaneous

This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Sponsored Party. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

This Agreement shall be governed by and executed in accordance with the laws of the State of Montana applicable to agreements made and to be performed entirely within this state.

The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

In witness whereof, the Sponsored Party and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.



[Sponsor Signature] [Sponsor Title] [Date]



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[Sponsored Party Signature] [Sponsored Party Title] [Date]