

ON-AIR SPONSORSHIP AGREEMENT



ELEVATION RADIO LIMITED
 6511 PARSONS AVE., UNIT. 3A
 BALTIMORE, MD 21215
 Tel: 410-929-3061
 www.steventurnerministries.com

Company Name:		
Address: (to which invoice should be sent)		
Address 1:		
Address 2:		
City	State	Zip
Email:		
Telephone:		

Sponsorship Types	
<input type="checkbox"/> Bronze 30 min (\$50) <input type="checkbox"/> Silver 45 min (\$75) <input type="checkbox"/> Gold 60 min (\$100) <input type="checkbox"/> Platinum 60 min + Intro + Radio Mentions	<input type="checkbox"/> Intro (\$30) <input type="checkbox"/> Radio Mentions (\$25) <input type="checkbox"/> Title Sponsorship (\$350) - Includes Intro, promotions on social media, eblasts, 2-30 min Interviews and 1 radio mention per paid show
Sponsorship Start Date:	Sponsorship End Date:
Special Instructions:	

Email: steventurnerministries@gmail.com

SPONSOR	ELEVATION RADIO
Signature:	Signature:
Print Name:	Print Name:
Date:	Date:

FOR USE BY ELEVATION RADIO ONLY	
Sponsorship Agreement Number:	

Signature of both parties indicates agreement to the attached TERMS AND CONDITIONS FOR RADIO SPONSORSHIP

TERMS AND CONDITIONS FOR RADIO SPONSORSHIP

1. INTERPRETATION (In These Terms...)

- 1.1.1 'Advertisement' means the advertisement, including any promotion, sponsorship jingle, or tagline:
- (a) to be broadcast on a single occasion, or in a series, by the Broadcaster on its radio station; or
 - (b) for publication on the Broadcaster's Website; as specified on the Sponsorship Agreement.
- 1.1.2 'Advertiser' means the company or person (as the case may be) that is the distributor/owner of the product or service which is being promoted in the Advertisement;
- 1.1.3 'Agreement' means these terms and conditions, and the Sponsorship Agreement.
- 1.1.4 'Broadcaster' means ELEVATION RADIO LIMITED
- 1.1.5 'Buyer' means the person placing the order for a sponsorship with Broadcaster', whether such person is the Advertiser or the Advertiser's agency or media buyer;
- 1.1.6 'Campaign' means the promotional campaign detailed in the Sponsorship Agreement consisting of a series of Advertisements.
- 1.1.7 'Campaign Start Date' means the start date of the Campaign detailed in the Sponsorship Agreement or (if not detailed on the Sponsorship Agreement) the first date that an Advertisement is broadcast on the Broadcaster's radio station or is uploaded on its website;
- 1.1.8 'Intellectual Property' means any and all patents, trademarks, service marks, designs, utility models, unregistered or registered trademarks, business or trade names, copyright, design rights, know-how and all other similar rights of a corresponding nature;
- 1.1.9 'Material' means the content, notes and instructions provided by the Buyer for use in the Advertisements;
- 1.2 This Agreement governs the terms on which Broadcaster shall deliver and create the Campaign for the Buyer.

2. TERM

This Agreement commences on the date the Buyer signs or confirms (which may be via email) the Sponsorship Agreement and shall continue until the final Advertisement in the Campaign has been broadcast.

3. THE CAMPAIGN

- 3.1. The Broadcaster shall broadcast, publish and communicate the Advertisements to the public in accordance with the Sponsorship Agreement. In addition, if detailed in the Sponsorship Agreement, the Broadcaster shall develop and create the Advertisements for the Campaign.
- 3.2. The parties shall cooperate in good faith to ensure the Campaign is developed and delivered in accordance with the specifications and deadlines set out in the Sponsorship Agreement.

4. PARTIES' OBLIGATIONS

- 4.1. The Broadcaster represents and warrants that:
- (a) in the fulfilment of its obligations under this Agreement, it shall comply with all applicable laws, rules and regulations governing the broadcast or communication to the public of advertising in the United States;
 - (b) Elevation Radio1 is currently broadcast on Blogtalkradio and is redistributed to www.positivepower21.org
 - (c) Elevation Radio1 is currently played on Spotify, Spreakef, iHeart, YouTube, Messenger and blasted.
- 4.2. The Buyer represents, warrants and undertakes that:
- (a) in relation to each Advertisement, the Buyer contracts with Broadcaster as a principal notwithstanding that the Buyer may be acting for the Advertiser as an agent or media buyer;
 - (b) it will give the Broadcaster written notice of any change of its name, trading style, identity or

- trading premises immediately (and in no more than 5 working days of such change);
- (c) all Material will (unless otherwise agreed, in writing) be delivered to Broadcaster in the format or medium notified to the Buyer by the Broadcaster:
 - (i) if the Buyer is providing its own material for an Advertisement, at least 3 working days before the Campaign Start Date; or
 - (ii) if the Broadcaster is writing and producing the material for an Advertisement (using the Buyer's Material), at least 14 working days before the Campaign Start Date;
 - (d) the Advertisement and/or Material is legal, decent, without profanity, honest, accurate, complete and truthful and complies with all relevant laws, regulations and codes of practice in the United States;

4.3. The Broadcaster may, in its sole but reasonable discretion:

- (i) refuse to broadcast or publish an Advertisement or use any Material or, if a broadcast has already commenced it may refuse a future broadcast, or;
- (ii) require an Advertisement or any Material be amended or if the broadcast has already commenced it may require amendment to a future broadcast, and/or;

5. CANCELLATION

5.1 If the Broadcaster receives written notification that the Buyer wishes to cancel the Campaign or the broadcasting of a particular Advertisement, at least 7 working days prior to the Campaign Start Date (or the date the relevant Advertisement is due to be broadcast), the Buyer will only be liable to pay the cost of any commercial production the Broadcaster has undertaken prior to cancellation. The relevant cost of such commercial production shall be notified to the Buyer, in writing, following cancellation if this is different to that stated in the Sponsorship Agreement. Any cancellation which is less than 7 working days before the Campaign Start Date, regardless of when the Campaign was booked, shall not (even if followed by the Broadcaster) affect the Buyer's liability for payment for the Advertisement in accordance with clause 6.

5.2. The Broadcaster reserves its right to withdraw, or adjust at its discretion, any discount given to the Buyer for a Campaign if it is not completed because of any stop order or cancellation by the Buyer.

6. CHARGES AND PAYMENT

6.1. The price payable to the Broadcaster for the Campaign shall be the price specified in the Sponsorship Agreement. Payment for the Campaign shall be paid **IN FULL** before the broadcast.

6.2. Payment must be made to Broadcaster by:

- (a) check delivered (with receipt acknowledged) to its principal place of business (or to other premises as the Broadcaster may specify in writing) no less than 10 days prior to broadcast date; or
- (b) PayPal using www.paypal.me/STM2020

7. INTELLECTUAL PROPERTY

7.1. All Intellectual Property (including any advertising material originated or developed by the Broadcaster under this Agreement) which is owned or licensed by the Broadcaster will at all times remain the Broadcaster's property and nothing in this Agreement shall be deemed or construed as an assignment by the Broadcaster to the Buyer or the Advertiser of any Intellectual Property rights owned by the Broadcaster and all rights arising or generated by any such Intellectual Property will accrue to and inure to the benefit of the Broadcaster. The Buyer must obtain the Broadcaster's written consent to use any of its Intellectual Property in the future and reserves the right to charge the Buyer for such use.

7.2. The Advertiser and/or Buyer hereby grants the Broadcaster a non-exclusive, royalty-free licence during the Term to:

- (a) use and reproduce the Advertiser's Intellectual Property (contained in any completed Advertisement provided for the purposes of the campaign or in any Material) for the purposes of uploading and displaying any Advertisements or Material provided by the Advertiser onto The Broadcaster's website or broadcasting it on its radio station;
- (b) if the Broadcaster is creating the Advertisement, for the purposes of creating such Advertisement and uploading it on the Broadcaster's website or broadcasting it on its radio station;
- (c) or for any other purpose in connection with the fulfilment of the Broadcaster's obligations

under this Agreement.

- 7.3. At the end of the Term, the Broadcaster shall no longer be entitled to use the Advertiser's Intellectual Property, save that the Advertiser hereby grants the Broadcaster a perpetual licence to use the Material used for the Campaign for the Broadcaster's internal business uses and to promote its advertising services to other potential advertisers.
- 7.4. All Intellectual Property belonging to the Advertiser shall at all times remain vested in the Advertiser and nothing in this Agreement shall be construed as an assignment by the Advertiser of any Intellectual Property rights owned by the Advertiser and all goodwill and rights arising in or generated by any such intellectual property will accrue to and inure to the benefit of the Advertiser.

8. LIMITATION OF LIABILITY

- 8.1. It is the responsibility of the Buyer to check the correctness of each draft Advertisement (and any repeats) when it is provided to it by the Broadcaster for approval. The Broadcaster will not be responsible for any errors (or the repetition of an error in an Advertisement ordered for more than one radio broadcast or website publication) in Advertisements approved by the Buyer unless it is notified immediately and in writing and, if following such notification the Broadcaster fails to remove the Advertisement from its website or continues to repeat the Advertisement in its radio broadcasts.
- 8.3. The Broadcaster shall not be liable to the Buyer for the failure, corruption, interruption, downtime, virus or malfunction of the radio station or website specified in the Sponsorship Agreement or for any delay in the broadcast of the Advertisement.
- 8.4. In the event a dispute shall arise between the parties to this [contract, lease, etc.], the parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of United States Arbitration & Mediation. The parties agree to share equally in the costs of the mediation. The mediation shall be administered by a licensed organization chosen through Community Mediation Maryland, located at 310 Tulip Avenue, Takoma Park, MD 20912, Office: 301-270-9700, Fax: 301-270-9701, MDMediation@gmail.com

9. TERMINATION

The Broadcaster may terminate this Agreement at any time and without reason by serving 30 days written notice to the Buyer.

10. CONFIDENTIAL INFORMATION

The terms of this Agreement (but not its existence) and any other information notified by one party to the other shall be kept strictly confidential at all times unless required by law, court order of a competent jurisdiction, in which event the disclosing party shall notify the other party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.