



## Sponsorship Agreement

This **Sponsorship Agreement** is entered into by and between Calvary Chapel Magazine, a non-profit corporation located at 220 Edison Way Unit 1, Reno NV 89502 ("Publisher") and:

<b>Sponsor Church / Ministry Name</b>			
<b>Contact Person</b>			
<b>Address</b>	STREET		
	CITY	STATE	ZIP CODE
<b>Phone Number</b>	ALTERNATE		
<b>E-mail</b>			

### TERMS AND CONDITIONS:

**WHEREAS**, Publisher is a 501(c) (3) tax-exempt, nonprofit organization dedicated to spreading the Gospel of Jesus Christ;

**WHEREAS**, Publisher produces publication called *Calvary Chapel Magazine* (the "Publication"); and

**WHEREAS**, Sponsor desires to place one or more Sponsorships in the Publication;

**NOW, THEREFORE**, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- Sponsorship.** Publisher agrees to publish the Sponsorship in the Publication with the following specifications:

PLEASE CIRCLE OR CHECK THE BOXES

### Size of Space

Full-Page  Half-Page  Quarter Page

### Number of times to be Printed:

1  2  3  4



FILLED OUT BY CALVARY CHAPEL MAGAZINE STAFF ONLY.

Months to Be Inserted in the Publication in Fiscal Year \_\_\_\_\_

- Spring \_\_\_\_\_
- Summer \_\_\_\_\_
- Fall \_\_\_\_\_
- Winter \_\_\_\_\_

Date Initial Artwork to be provided: \_\_\_\_\_

**2. Fees and Payment.** In consideration of the publishing of the Sponsorship in the Publication, Sponsor agrees to pay Publisher on the following basis:

- \$ \_\_\_\_\_ for Issue \_\_\_\_\_, Spring \_\_\_\_\_
- \$ \_\_\_\_\_ for Issue \_\_\_\_\_, Summer \_\_\_\_\_
- \$ \_\_\_\_\_ for Issue \_\_\_\_\_, Fall \_\_\_\_\_
- \$ \_\_\_\_\_ for Issue \_\_\_\_\_, Winter \_\_\_\_\_

**Payment in full is due upon receipt of invoice.**

**Billing:**

**Due Date for Payment.** Payment due upon receipt. If any payment due hereunder is not made in a timely manner, Publisher, at its option, may terminate this Agreement immediately. All payments not paid by the due date shall bear interest from the due date at the rate of one percent (1%) per month, prorated on a daily basis, for the period of delay.

**3. Right to Refuse Unacceptable Advertising.** As a precondition for the right to advertise, Advertiser must be a paid member in good standing. Publisher 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, Publisher 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 the Publisher in its Technical Specifications (subject to change at any time by the Publisher in its sole discretion).

**4. Truth in Advertising and Indemnification for Liability.** Advertiser 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. Advertiser specifically represents and warrants that the Advertisement complies with Publisher's advertising standards, and that it holds all of the necessary rights to permit the use of the Advertisement by Publisher 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. Advertiser agrees to indemnify Publisher and to hold Publisher harmless from any and all liability, loss, damages, claims, or causes of action, including reasonable legal fees and expenses that may be incurred by Publisher, arising out of or related to Advertiser's breach of any of the foregoing representations and warranties.

**5. Limitation on Damages.** In no event will Publisher be liable to Advertiser for any special, incidental, or consequential damages, whether based on breach of contract, tort (including negligence), or otherwise, and whether or not Publisher has been advised of the possibility of such damage.

## 6. Miscellaneous

**(a) General Representations and Warranties.** Each party hereby represents and warrants to the other party that it is duly organized, validly existing, and has the full and unrestricted power and authority, corporate and otherwise, to execute and deliver this Agreement and to perform all of its obligations under this Agreement.

**(b) Binding Effect.** Subject to any provisions hereof restricting assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors, and permitted assigns.

**(c) Headings.** Headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

**(d) Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and supersedes all prior oral or written commitments, understandings, or agreement with respect to the matters provided for herein and therein.

**(e) Amendments.** All provisions of this Agreement shall remain in effect throughout the Term unless the parties agree, in a written document signed by both parties, to amend, add, or delete any provision.

**(f) Applicable Law.** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Virginia (but not including the choice of law rules thereof).

**(g) Arbitration.** The parties pledge to take all reasonable steps to work out, in an amicable fashion, any business differences that may arise. In the event that the dispute cannot be worked out consensually, then the parties shall submit such disputes to arbitration before a single arbitrator in Washington, D.C., subject to the rules of the American Arbitration Association.

**(h) Impossibility of Performance.** Noncompliance with this Agreement for reasons of force majeure, such as acts of God; acts, regulations or laws of any government; war or civil commotion; destruction of production facilities and materials; fire, earthquake, or storm; labor disturbances; failure of public utilities or common carrier; or any other causes beyond the reasonable control of the parties, shall not constitute material breach of this Agreement.

**IN WITNESS WHEREOF,** each of the parties hereto has duly executed this Agreement or has caused this Agreement to be duly executed on its behalf, as of the day and year first above written. This Agreement may be executed by counterparts.

**Calvary Chapel Magazine (Publisher)**

By:

Name: **Thomas Price**

Title: **Editor**

Date: \_\_\_\_\_

**Name here (Sponsor)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

