

## **SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT (the "Agreement") made as of this \_\_\_\_ (the "Effective Date"), by and between \_\_\_\_\_ ("Golden Shoes") and \_\_\_\_\_ ("Sponsor"):

### **WITNESSETH:**

WHEREAS, Sponsor operates the Major League Soccer \_\_\_\_\_ team named \_\_\_\_\_ (the "Team"); and

WHEREAS, Golden Shoes, is in the business of producing a movie to be named the "Golden Shoes" (the "Movie") desires to enter into an agreement with Sponsor with respect to sponsorship of the Movie and to obtain other benefits on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

#### **1. Grant of Sponsorship Rights.**

(a) Sponsor hereby grants Golden Shoes the right to utilize the Sponsor name, marketing materials, logos, colors, content, jerseys and other clothing, and all other products promotion or naming or referring to Sponsor in all aspects of the Movie, including without limitation, in promotions and advertising of the Movie, clothing of Movie actors, participants, promotional and marketing products and material, Internet websites, banners and hyperlinks, all in Golden Shoes' sole discretion. Such grant shall continue for the entire term of this Agreement and thereafter for all such items as shall have commenced during the term of this Agreement. Subject to the other terms and conditions of this Agreement, Sponsor acknowledges and agrees that during the term of this Agreement, Golden Shoes will be the exclusive movie in which Sponsor shall grant any sponsorship or marketing rights as any of those described in this paragraph.

(b) Sponsor shall prominently promote the Movie in all of its advertising, marketing and promotional materials, including without limitation those in print and all Internet websites of Sponsor, website banners and hyperlinks. Sponsor shall provide all uniforms desired by Golden Shoes for the team players and actors representing Sponsor's name in the Movie. Sponsor shall also provide team uniforms bearing its name and logo for all Movie participants exhibiting Sponsor's team in the Movie.

(c) Sponsor agrees that, during the term of this Agreement, it will not grant any sponsorship rights to any other movie including any children soccer team or play

2. **Agreements of Golden Shoes.** In consideration of the grant of such promotional rights and the receipt of such benefits, Golden Shoes will utilize or promote any other League Soccer, Club Soccer, MLS Soccer or any Soccer team that is in the movie in good faith.

#### **3. Term and Termination.**

shortages, electrical or mechanical breakdowns, or any other cause beyond the control of that party, including the issuance of an injunction by either a state or federal court prohibiting the party from carrying on its day-to-day operations as contemplated under the terms of this Agreement.

(d) Sponsor shall not assign this Agreement to any other person or entity without the prior written consent of Golden Shoes Company which consent may be unreasonably or arbitrarily withheld by the Company.

(e) Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

(f) Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby. This Agreement may not be modified except by written instrument executed by each of the parties hereto.

(g) Severability. If any term, provision, or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such terms, provisions, or conditions to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(h) Governing Law; jurisdiction. The laws of the State of Michigan shall govern the interpretation, validity, performance, and enforcement of this Agreement. This Agreement shall be construed to have been executed in, and shall be construed and enforced in accordance with the laws of, the State of Michigan without giving the effect of the conflict of law principles thereof. The parties agree that the State of Michigan is where the transactions covered by this Agreement shall have occurred and be deemed to have occurred. Each party hereby consents to and confers exclusive jurisdiction to enforce any of the rights or obligations under this Agreement or to resolve any dispute arising out of or in connection with this Agreement, or the transactions contemplated herein, in the United States Federal Court located in Wayne County, State of Michigan or the state circuit court located in Oakland County, Michigan and hereby consents to and agrees that venue shall be deemed proper and exclusive in either of such courts in Wayne County and Oakland County, State of Michigan.

(i) Exhibits. All exhibits and schedules attached hereto shall be deemed to be a part of this Agreement.

(j) Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.

(a) The term of this Agreement will commence upon the Effective Date and, unless earlier terminated in accordance with this Agreement, will conclude one year after the release of the Movie to the public (the "Term").

(b) Either party may terminate this Agreement upon thirty (30) days written notice in the event that the other party (i) breaches its obligations under this Agreement and such breach is not cured (if reasonably capable of being cured) within thirty (30) days of receipt of written notice of the breach; (ii) files a petition for bankruptcy or reorganization, or such petition is filed against it; or (iii) becomes insolvent or makes an assignment for the benefit of creditors.

4. **Compliance with Laws.** Each of the parties must at all times, at its own expense, operate in full compliance with all laws, rules, regulations, and regulatory and court orders and decrees applicable to its business and maintain in force all licenses and permits required for its performance under this Agreement.

5. **Independent Contractors.** The relationship of Sponsor and Golden Shoes is that of independent contractors. Neither party or its respective employees, consultants, contractors or agents are agents, employees, partners or joint ventures of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

6. **Indemnity.** Sponsor agrees to indemnify and hold Golden Shoes, its employees, officers, directors, shareholders, managers, members, attorneys, agents, corporate parents and affiliates harmless from and against any and all claims, liabilities, losses, causes of action, damages or expenses (including, without limitation, fees and expenses of attorneys and consultants and court costs) resulting from, arising out of or attributable to: (a) Sponsor's breach of any representation, warranty, covenant or other provision of this Agreement; and (b) the negligence or wrongful act of Sponsor, or any of its employees, agents or nominees, in performance hereunder. This indemnification obligation of Sponsor shall include, without limitation, any and all claims for contractual, tortious, exemplary, punitive or statutory damages of any nature whatsoever and any and all injunctive or other equitable relief. Sponsor's covenants in this paragraph shall survive any termination of this Agreement.

7. **Miscellaneous.**

(a) **Attorneys Fees.** In the event of any litigation arising out of the transactions contemplated by this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees as an element of damages.

(b) **No Waiver.** No waiver of any default of any obligation by Sponsor shall be implied from any omission by Golden Shoes to take any action with respect to such default.

(c) **Force Majeure.** Neither party shall be liable for any failure to perform any obligations under this Agreement because of acts of God, nature or a federal, state or local government agency, war, civil disturbance, labor disputes or

(k) Notices. All notices and statements to be given under this Agreement shall be given in writing, delivered by hand, facsimile, overnight express or similar service, or first class United States mail, postage prepaid, and registered or certified with return receipt requested, to the addresses (which may be changed by written notice) specified above. All written notices and statements shall be deemed given, delivered, received, and effective the same day of sending by facsimile, one calendar day after sending by overnight express or similar service, or three calendar days after mailing by first class United States mail.

(l) Construction. The parties acknowledge that each of them has equally participated in the drafting of this Agreement. Accordingly, the parties agree that this Agreement shall be construed equally against each party and shall not be more harshly construed against a party by reason of the fact that a particular party's counsel may have prepared this Agreement. Notwithstanding anything else in this Agreement to the contrary, any required approval or consent or permission by the Company under this Agreement may be withheld by the Company in its sole and absolute discretion which may be unreasonable or arbitrary.

[Signature block begins on next page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

"SPONSOR"

\_\_\_\_\_

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

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

\_\_\_\_\_

"GOLDEN SHOES"

\_\_\_\_\_

\_\_\_\_\_