

## **Sponsorship Agreement**

Deposit & Cancellation: A deposit of 50% of the contract total shall be due within 30 days of sponsor's signing of the "Sponsorship agreement" (or agreement) or immediately if within 90 days of the start of the designated season (first varsity game on schedule for that specific (football and/or basketball) season). If a sponsor elects to sponsor both football and basketball to receive the discount mentioned below, the payment terms and due dates will be associated with the first varsity football game date as the payment due date. Sponsor may provide Highland Sports Network (may also be referred to as HSN in this agreement) a written notice of its intention to cancel its participation of a season's sponsorship at any time prior to 90 days from the start of the season, at which time the sponsorship agreement (as it pertains to the particular season indicated) shall be terminated, then HSN shall be allowed to keep sponsor's deposit for that season(s) as liquidated damages and not as a penalty, as sponsor acknowledges that any cancellation during this time period will cause HSN to sustain significant damages that cannot be precisely ascertained at the time of the signing of the sponsorship agreement. If the sponsor shall cancel their sponsorship agreement for a particular season(s) at any time between 60 to 30 days from the start of the "season", then HSN shall be allowed to keep Sponsor's deposit for the season and sponsor shall pay an additional 25% of the "contract total" to HSN as liquidated damages and not as a penalty, as sponsor acknowledges that any cancellation during this time period will cause HSN to sustain significant damages that cannot be precisely ascertained at the time of the signing of the sponsorship agreement. If a sponsor shall cancel their sponsorship agreement for a designated season within 30 days from the start of the designated season, then HSN shall be allowed to keep sponsor's deposit for that season and sponsor shall pay the balance of the "contract total" to HSN as liquidated damages and not as a penalty, as sponsor acknowledges that any cancellation during this time period will cause HSN to sustain significant damages that cannot be precisely ascertained at the time of the signing of the sponsorship agreement. If sponsor fails to make full payment when due under the terms of the sponsorship agreement, HSN may terminate the sponsorship agreement and the sponsor shall be responsible for payment to HSN of all amounts which would have been due to HSN under the sponsorship agreement. Sponsor shall be responsible for the full payment of the "Contract Total" whether the season or a game within the season is canceled, delayed or relocated in whole or in part, as a result of unforeseen circumstances including an act of god or any other cause of any kind whatsoever not within HSN's reasonable control. Payment is accepted by check to "Highland Sports Network". Highland Sports Network reserves the right to cancel sponsorships if deposit is not received within the 30-day deadline or full payment at least 90 days prior to the start of a designated season. By completing the sponsorship agreement, the named company/organization/individual signed below authorizes Highland Sports Network to reserve the sponsorship and the sponsor agrees to pay the price indicated.

Digital Assets: Digital assets must be sent as requested by HSN within 30 days of completing the sponsorship agreement or immediately if within 90 days from the start of a designated season. This includes, but may not be limited to: Official business logo, pre-recorded commercial (30-60 seconds in length), script for Highland Sports Network to record for sponsorship use, and images/video needed to complete recorded ads to be aired as outlined in the sponsorship prospectus. Failure to provide required assets at least 90 days prior to the start of a designated season may inhibit HSN from executing a sponsorship fulfillment. HSN is not liable for missed advertising based on the sponsor's failure to provide digital assets at least 90 days prior to start of designated season or immediately after signing the sponsorship agreement if within 90 days from the start of the season. Furthermore, HSN reserves the right to decline, prohibit or expel any sponsor material, which in its sole judgment, is in poor taste or is out of character with, or reflects poorly upon HSN or is a violation of the terms of this contract or any applicable law.

Bundle Discount: A 25% discount will be applied to a football/basketball combo sponsorship. If a sponsor agrees to sponsor both sports at different rates, the lower rate will receive the 25% discount. The contract total will be due prior to the start of the first season.

Limitation: It is understood that HSN will do everything in their power to ensure each broadcast is of high-quality and delivered on time as expected. However, general disruptions may inhibit HSN's ability to reliably broadcast a game due to instances of weather, internet connection and other factors, such as acts of god, outside the reasonable control of HSN. Although preventative measures will be in place to limit factors that inhibit broadcast ability, HSN reserves the right to not broadcast a competition live and/or record the competition in lieu of a live broadcast.

Please print your name, date and sign your signature to acknowledge the terms of agreement above (electronic signature can be applied)

Name:\_\_\_\_\_\_Business/Org:\_\_\_\_\_

Signature: