



Local Contexts

FOUNDING SUPPORTER SPONSORSHIP AGREEMENT

This agreement (the "Agreement") is made effective on [] ("Effective Date"), between Local Contexts, Inc., a Navajo Nation nonprofit corporation, tax-exempt under US Internal Revenue Code § 501(c)(3) ("Local Contexts"), and _____ ("Sponsor").

To further its tax-exempt purposes, Local Contexts conducts a program to give select donors the opportunity to be identified as a "Founding Supporters" of Local Contexts (the "Program"). The parties have agreed to enter into this Agreement to set forth the terms of Sponsor's non-exclusive sponsorship of the Program in exchange for certain contributions to Local Contexts. Accordingly, Local Contexts and Sponsor agree as follows:

I. Sponsorship

A. During the term of this Agreement, Local Contexts agrees to identify and acknowledge Sponsor as a Founding Supporter of Local Contexts, pursuant to Internal Revenue Code § 513(i) and related Treasury Regulations, by displaying Sponsor's logo and other agreed-upon identifying information on Local Contexts's website and in select marketing, advertising, and promotional media in connection with the Program, in the manner (placement, form, content, etc.) reasonably determined by Local Contexts in its sole discretion. Sponsor agrees to provide all the necessary content and materials for use in connection with such sponsorship.

B. During the term of this Agreement, Sponsor shall be permitted to utilize Local Contexts's name, logo for the sole purpose of promoting Sponsor's sponsorship of Local Contexts.

II. License of Intellectual Property

A. Local Contexts is the sole owner of all right, title, and interest to all Local Contexts information, including Local Contexts's logo, trademarks, trade names, and copyrighted information, unless otherwise provided. Local Contexts hereby grants to Sponsor a limited, non-exclusive license to use certain of Local Contexts's intellectual property, including Local Contexts's name, acronym,

and logo (collectively, the “Local Contexts Property”), solely in connection with promotion of Sponsor’s sponsorship of the Program. Sponsor agrees that it shall not use Local Contexts’s Property in a manner that states or implies that Local Contexts endorses Sponsor (or Sponsor’s products or services). It is understood that Local Contexts retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld.

B. Sponsor is the sole owner of all right, title, and interest to all Sponsor information, including Sponsor logos, trademarks, trade names, and copyrighted information, unless otherwise provided. Sponsor hereby grants to Local Contexts a limited, non-exclusive license to use certain of Sponsor’s intellectual property, including names, trademarks, and copyrights (collectively, “Sponsor Property”), solely to identify Sponsor as a sponsor of the Program. It is understood that Sponsor retains the right to review and approve in advance all uses of such intellectual property, which approval shall not be unreasonably withheld. Sponsor represents and warrants that it has not previously disposed of any of the rights herein granted to Local Contexts nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to Local Contexts; and that the Sponsor Property does not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party.

C. Upon termination or expiration of this Agreement, all rights and privileges for use of the other party’s Property shall expire, and each party shall discontinue the use of such other party’s Property.

III. Contribution Schedule

A. In consideration for the right to sponsor the Program and to be acknowledged by Local Contexts as a sponsor of the Program during the term of this Agreement, Sponsor agrees to make a one-time cash contribution to Local Contexts of US\$ _____, to be paid in a single lump-sum within thirty (30) days of the Effective Date.

B. To the extent that any portion of a payment under this section would not (if made as a Separate payment) be deemed a qualified sponsorship payment under IRC § 513(i), such portion shall be deemed and treated as separate from the qualified sponsorship payment.

IV. Term and Termination

The Term of this Agreement will begin on the Effective Date and continue unless and until the Agreement is terminated according to this Section IV. This Agreement may be terminated: (i) by either party upon sixty (60) days prior written notice to the other party that the other party is in material breach of its obligations under this Agreement and such breach (if curable) is not cured with fifteen (15) days of such notice; or (ii) by mutual written consent of both parties.

V. Relationship of Parties

The parties are independent contractors with respect to one another. Nothing in this Agreement shall create any association, joint venture, partnership, or agency relationship of any kind between the parties.

VI. Indemnification

Sponsor shall indemnify and hold harmless Local Contexts, its related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns from and against any and all claims, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind incurred as a result of: (i) any act or omission by Sponsor or its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, website, or other information provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. This section shall survive any termination or expiration of this Agreement.

VII. Confidentiality

Confidential Information is all information that is marked as such and all other information which a reasonable person would consider to be confidential. Confidential Information shall include, but is not limited to, information regarding the organization, its operations, programs, activities, financial condition, and membership or customer lists. During the Term, each party shall use and reproduce the other party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its employees and agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party.

VIII. General Provisions

A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of its obligations, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this section shall survive termination of this Agreement.

B. Binding Effect. This Agreement shall bind the parties, their respective heirs, personal representatives, successors and assigns.

C. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Navajo Nation, without regard to its conflict-of-laws or choice-of-law principles.

D. Assignment. This Agreement, or the rights granted under it, may not be assigned, transferred or sub-licensed by either party without the express prior written consent of the other party.

E. Entire Agreement. This Agreement and all its attachments constitute the entire agreement between the parties and supersede all prior agreements, oral or written, relating to the Sponsorship. This Agreement may only be amended in a writing signed by both parties.

F. Notice. All notices given under this Agreement shall be in writing, addressed to the parties at the addresses set forth below, and shall be deemed to have been duly given when delivered when sent by overnight courier, or certified mail (return receipt requested).

* * * * *

The parties have executed this Agreement through their duly authorized representatives as of the date first written above.

Local Contexts, Inc.	Sponsor
By: _____	By: _____
Name:	Name:
Title:	Title:
Address:	Address:
Date:	Date: