**Advertising Agreement - ADVERTISER NAME**

Date of Agreement: **DATE**

This advertising agreement (“Agreement”) dated **DATE**, is made by and between **PODCAST NAME**, a sole proprietorship with offices located at **ADDRESS**, and **ADVERTISER**, with offices located at **ADDRESS**. ("Advertiser")

1. **Purpose**. This agreement is to confirm that **ADVERTISER** (henceforth known as *Advertiser*) is entering into a binding sponsorship agreement with **PODCAST**. **PODCAST** desires to sell to Advertiser, certain online and broadcast advertising on the following terms:
2. **Advertising Terms**. Subject to the terms and conditions of this Agreement, during the Term, **PODCAST** shall sell to Advertiser, and Advertiser shall purchase from **PODCAST**, advertisements as detailed herein.
	1. **PODCAST** Review.
3. **PODCAST** shall notify Advertiser as soon as reasonably possible of any objection to any advertisement or any creative component therein. **PODCAST** shall provide Advertiser with the opportunity to amend or replace a rejected advertisement, provided that Advertiser meets any and all applicable submission deadlines.
	1. Publisher's License. Publisher refers to the podcaster who will be publishing podcast episodes and social media content. Publication refers to the podcast episodes and social media posts. Subject to the terms and conditions of this Agreement, Advertiser grants Publisher a limited, royalty-free, non-exclusive, non-transferable, and non-sublicensable license to Advertiser's Intellectual Property to reproduce, publish, and distribute each Advertisement in the Publication in accordance with the terms of this Agreement and the corresponding Accepted Insertion Order. Other than this express license, Advertiser grants no right or license to Publisher by implication, estoppel, or otherwise to any Advertiser Intellectual Property.
4. **Advertisements**. Advertiser shall purchase the advertisements as listed in the supplement provided at the end of this contract.
	1. See Addendum A
5. **Price and Payment.**
	1. Advertiser agrees to pay **PODCAST** in advance for the advertisements. This advertising campaign may not be canceled without a 30-day notice.
	2. If payment is not received within 45 days of the due date a 10% late fee will be added. Late payments of 60 days or more will be assessed a 20% fee.
	3. **Payment:** Ads can be paid for by **INSERT PAYMENT OPTION.**
6. **Advertiser Responsibilities:**

Advertiser agrees to provide the following collateral to **PODCAST** via email

1. Brand Logo(s)
2. Verbiage to be used in advertisements (talking points)
3. **Representations and Warranties**. Each Party represents, warrants, and covenants to the other that:

(a) it is a legal entity duly organized, validly existing, and in good standing in the jurisdiction of its incorporation/organization/formation;

(b) it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Agreement;

(c) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

(e) this Agreement has been executed and delivered by the party and constitutes the legal, valid and binding obligation of the party, enforceable against the party in accordance with its terms; and

(f) it is now and throughout the term of this Agreement shall remain in compliance with all laws applicable to the performance of its obligations under this Agreement.

1. **Miscellaneous**. This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings between the parties, both oral and written relating to the subject matter hereof. No waiver or modification of any provision of this Agreement shall be effective unless in writing and signed by both parties. Any waiver by either party of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver operate as or be construed as a waiver of such provision respecting any future event or circumstance. The terms of this Agreement shall apply to parties hereto and any of their successors or assigns. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
2. **Confidentiality**. The parties agree that the terms of this Agreement shall be treated as confidential and each agrees to limit disclosure of such terms to only its directors, officers, partners, employees and/or independent contractors having a legitimate need to know.
3. **Governing Law and Jurisdiction**. This Letter of Agreement shall be governed by and construed under the laws of the State of **STATE**.
4. **Limitation of Liability.** To the fullest extent permitted by law, the total liability, in the aggregate, of **PODCAST**, its officers, directors, partners, employees, agents, and subconsultants, to Advertiser, and anyone claiming by, through, or under Advertiser for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by **PODCAST**.
5. **Non-discrimination.** This advertising package agreement does not discriminate in any way on the basis of race, ethnicity or sex in serving our advertisers and their representatives or in the execution of any portion of this sales advertising agreement. Additionally, we are an equal opportunity employer in full compliance with Federal and state employment practices, laws and regulations.

If you are in agreement with the above terms and conditions, please indicate your acceptance by signing in the space provided below, and return one copy to **PODCAST**.

**ADVERTISER**

**Contact: email**

By (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**PODCAST**

**Contact: email**

By (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Addendum A**

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| Podcast | DLs per episode | Ad Placement | Promo Code | Run Date | Product Sample | Social Posts | # of ads | Price per ad | Total  |
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