**SPONSORSHIP AGREEMENT**

This Sponsorship Agreement [known hereafter as the "Agreement"] is executed on this September XX, 2020 between

Name of Sponsor

[known hereafter as the "Sponsor"] and

dotSTPETE, LLC (FL)

known hereafter as the "Sponsee."

## Terms of Agreement

Recitals

See “Annex A” attached below (explains Sponsee’s business model)

### 1. Sponsee Obligations

The Sponsee will give the Sponsor contribution for the following benefits:

* Reservation of the ultra-premium domain name ‘xxxxxxxx.stpete’ for the sponsor [hereinafter known as “Sponsor’s Premium Domain”]
* If desired by the sponsor:
	+ Usage of that domain as an example in communications about the ‘.stpete’ project
	+ Exposure of the sponsor as a supporter for the ‘.stpete’ project

### **2. Sponsor Obligations**

The Sponsor agrees to pay the amount of US $XX,000 made payable to Sponsee and due on August XX, 2020.

### **3. Sponsor Trademarks and Materials**

Subject to the terms and conditions of this Agreement, the Sponsor grants the Sponsee the right to use the Sponsor's trade names, logo designs, trademarks, and company descriptions as provided in Sponsor marketing materials. These assets may be used in any medium of advertising, promotional products, or marketing materials distributed solely in connection with the dotSTPETE project. Sponsee agrees to use materials according to Sponsor's trademark usage guidelines.

The Sponsor agrees to offer the following materials for marketing and promotional purposes:

* [List all materials the Sponsor must provide; e.g. LOGO, Motto, Website URL, etc.]

### **4. Indemnity**

4.1 The Sponsor will indemnify, defend, and hold the Sponsee harmless from and against any claims relating directly or indirectly to or arising out of, content posted on the Sponsor's respective website, use of Sponsor materials, or use of Sponsor's logos and trademarks.

4.2 The Sponsee will not be responsible for damage to or loss of property belonging to the Sponsor, its employees, contractors, or agents or for personal injury to the Sponsor's employees, contractors, agents, directors, or invitees except to the extent that claims may be solely and directly attributed to willful misconduct or gross negligence of the Sponsee and Sponsee's employers, directors, or officers.

4.3 Sponsor will give Sponsee prompt written notice of any suit or claim that comes within the purview of these indemnities.

### **5. Limitation of Liability**

In no event shall either party be liable to the other party for any consequential, incidental, indirect, or punitive damages regardless of whether such liability results from a breach of contract, breach of warranties, tort, strict liability, or otherwise.

### **6. Term and Termination**

6.1 This Agreement will be valid for the period of signing of this contract until such a date that Sponsor’s Premium Domain has been made available to the Sponsor.

6.2 The Sponsee may terminate this Agreement at any time for any reason. In the event that the Sponsee terminates this Agreement for any reason other than the Sponsor's breach of Agreement, the Sponsee shall refund any fees received from the Sponsor plus a 25% penalty per year and return any materials, equipment, hardware, or software loaned by the Sponsor for the event, at the Sponsor's expense.

6.3 The Sponsor may terminate this Agreement for breach of Agreement by the Sponsee after giving Sponsee at least ten (10) days prior written notice specifying the nature of the breach and giving the Sponsee at least ten (10) days to resolve such breach.

### **7. Disagreement**

In the case of a disagreement at any point, the parties will refer the matter to an independent arbitrator appointed by mutual agreement.

### **8. Miscellaneous**

8.1 This Agreement will supersede any or all prior oral or written forms of understanding between the Sponsor and Sponsee. This Agreement may not be amended or modified except when one or both parties execute amendments in writing and amendments are signed by both parties.

8.2 This Agreement shall be governed by and executed in accordance with the laws of the State of [Name of State] applicable to agreements made and to be performed entirely within this state.

8.3 The terms and conditions of this Agreement shall not be divulged to any third party without prior written approval from both parties.

In witness whereof, the Sponsee and Sponsor hereby agree to enter into this Agreement on the day and year first written above by affixing their respective signatures below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Sponsor Signature] [Sponsor Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 [Sponsee Signature] [Sponsee Title]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
[Date]

**SPONSORSHIP AGREEMENT**

**dotSTPETE, LLC**

Annex A: Recitals

This Agreement is entered into with reference to the following facts and circumstances:

1. The Sponsee will be applying for a domain suffix ‘.stpete’ at the next ICANN new gTLD round (scheduled for 2022). Sponsee will be the registry operator for ‘.stpete’ domain names like www.VISIT.stpete. The ‘.stpete’ registry will be owned & governed by a broadly diversified ownership within the StPete community.
2. Through ‘.stpete’ domain names dotSTPETE aims to:
	1. Create a unifying digital identity for StPete and its citizens.
	2. Promote the “StPete” brand; providing online visibility in order to make Stpete more attractive on national and even international basis.
	3. Provide a trusted eGovernment platform (police.stpete, taxes.stpete, utilities.stpete)
	4. Aiding citizens in sourcing StPete-based businesses and offerings in order to promote “shop local” and keep business in the region (for example: books.stpete must be owned and operated by a StPete based business; keeping revenues in StPete instead of losing them to Amazon).
3. ‘.stpete’ domain names will be marketed as “the new .com for StPete”:
	1. Chambers, business associations & organizations will be able to provide their members with (non-generic term based) .stpete domains that match their company / organization names for free for up to 3 years in order to create a jump start for the ‘.stpete” brand. The “Columbia Restaurant” for example will be entitled to the domain ‘www.columbia.stpete’ for 3 years for free under the premise that the domain is at minimum routed to Columbia’s existing website.
	2. All ‘.stpete’ domain names that pertain City of StPete public services, institutions or locations will be registered on behalf of the city and forwarded to the existing web content: visit.stpete, downtown.stpete, police.stpete, firerescue,stpete, water.stpete, recycling.stpete, electricity.stpete, gas.stpete, mayor.stpete, taxes.stpete, dmv.stpete, etc.
	3. High impact, premium generic term based domains will be allocated to StPete-based business entities only – in coordination with the respective business association / organization. It will be made sure that ownership will be with an appropriate entity: for example dentist. not with an insurance broker who sells dental plans but with an actual dentistry. The aim is to create an environment where positive impact for the Internet user is maximized so that ‘.stpete’ will become a useful, trusted and well known resource.
	4. Any scam, spam, “traffic monetization”, domain speculation, domain hijacking and other activities that disturb the trust and usefulness of the ‘.stpete’ brand will be deemed illegal and may lead to the deletion of the domain registration.
	5. The aim is that every StPete based Internet user will be well aware about the ‘.stpete’ domain suffix and any URL like “www.AnyThing.stpete” will be seen as a potentially trusted resource.
4. As a result any generic word based ‘.stpete’ domain will be very easy to memorize for Stpeteians:
	1. www.PoolService.stpete – all they have to remember is “Pool Service” and that it is a ‘.stpete’ domain!
	2. www.AccidentLawyer.stpete – “Accident Lawyer” in StPete