

SPONSORSHIP & COMMUNITY PARTNER AGREEMENT

SAMPLE – FOR REVIEW PURPOSES ONLY

This document is provided so prospective partners may review the standard terms governing MuscleBabee sponsorships before submitting a partnership inquiry. It is not an executed agreement. Final terms will be confirmed in a personalized agreement after approval.

1. PARTIES

This Agreement is entered into between MuscleBabee Fitness, LLC ("MuscleBabee") and the business or individual identified as the Sponsor in the final executed agreement ("Sponsor"). The final executed agreement will identify the Sponsor legal/business name, sponsorship level, pricing, start date, initial term, and specific deliverables.

2. SPONSORSHIP LEVELS

MuscleBabee offers three standard sponsorship tiers:

Community Partner – \$250 per month

Featured Partner – \$500 per month

Presenting Partner – \$1,000 per month

Custom sponsorship arrangements may be offered at MuscleBabee's sole discretion. The applicable tier, pricing, and deliverables will be confirmed in the final executed agreement.

3. SPONSORSHIP BENEFITS

Sponsorship benefits are determined by the selected tier and are described in the final executed agreement. Benefits may include website placement, social media features, email inclusion, event recognition, and other promotional activities as agreed.

MuscleBabee reserves the right to modify benefit delivery methods while maintaining equivalent promotional value. Specific deliverables will be confirmed in writing.

4. PAYMENT TERMS

Sponsorship fees are due monthly in advance unless otherwise agreed in writing.

Payment is due on or before the first day of each sponsorship month. MuscleBabee reserves the right to suspend sponsorship benefits if payment is not received within five (5) business days of the due date.

All fees are non-refundable unless otherwise specified in the final executed agreement.

The payment schedule, accepted payment methods, and any deposit requirements will be confirmed in the final executed agreement.

5. TERM AND RENEWAL

The initial sponsorship term is three (3) months beginning on the Sponsorship Start Date stated in this Agreement.

Following completion of the initial three-month term, the sponsorship will automatically continue on a month-to-month basis at the then-current agreed sponsorship rate unless either Party provides at least thirty (30) days' written notice of cancellation.

Sponsorship benefits will continue during any paid notice period.

Fees already paid for completed or current sponsorship periods are non-refundable except where otherwise agreed in writing or required by law.

Either Party may elect not to renew the sponsorship following the initial term by providing the required written notice.

6. CANCELLATION

Either party may terminate this Agreement with thirty (30) days written notice. MuscleBabee may terminate immediately if the Sponsor engages in conduct that MuscleBabee determines, in its sole discretion, is harmful to the MuscleBabee brand, community, or reputation.

Upon termination, all sponsorship benefits will cease. Fees paid for the current sponsorship month are non-refundable unless otherwise agreed in writing.

7. BRAND USAGE

MuscleBabee grants the Sponsor a limited, non-exclusive, non-transferable license to identify itself as a MuscleBabee Community Partner during the active sponsorship term.

The Sponsor may not use the MuscleBabee name, logo, or brand assets in any manner that implies endorsement of specific products or services without prior written approval from MuscleBabee.

MuscleBabee reserves the right to approve all Sponsor-produced content that references the MuscleBabee brand or the sponsorship relationship.

8. CONTENT APPROVAL

MuscleBabee retains full editorial control over all content published on the MuscleBabee website, social media platforms, email communications, and other MuscleBabee-owned channels.

Sponsor-provided content (logos, descriptions, offers, images) is subject to review and approval by MuscleBabee before publication. MuscleBabee may edit, decline, or remove Sponsor content that does not meet MuscleBabee brand standards.

9. INTELLECTUAL PROPERTY

Each party retains ownership of its respective intellectual property. Nothing in this Agreement transfers ownership of any trademark, copyright, or other intellectual property right from one party to the other.

The Sponsor grants MuscleBabee a limited license to display the Sponsor's logo, business name, and approved promotional materials on MuscleBabee platforms during the active sponsorship term.

10. EXCLUSIVITY

Category exclusivity is not guaranteed and is available only at the Presenting Partner level, subject to availability and mutual written agreement. Exclusivity terms, if any, will be confirmed in the final executed agreement.

MuscleBabee reserves the right to accept sponsorships from multiple businesses in the same category unless exclusivity has been expressly granted in writing.

11. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that: (a) it has full authority to enter into this Agreement; (b) it will comply with all applicable laws and regulations; and (c) its products, services, and promotional materials do not infringe the rights of any third party.

The Sponsor represents that its business, products, and services are legal, properly licensed, and consistent with the values of the MuscleBabee community.

12. LIMITATION OF LIABILITY

MuscleBabee's total liability to the Sponsor under this Agreement shall not exceed the total sponsorship fees paid by the Sponsor in the three (3) months immediately preceding the event giving rise to the claim.

Neither party shall be liable for indirect, incidental, consequential, or punitive damages arising from this Agreement.

13. CONFIDENTIALITY

Each party agrees to keep confidential any non-public business information shared during the sponsorship relationship and not to disclose such information to third parties without prior written consent.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the applicable jurisdiction as specified in the final executed agreement, without regard to its conflict of law provisions.

15. ENTIRE AGREEMENT

The final executed agreement, together with any exhibits or addenda, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, and understandings.

This sample document is provided for informational purposes only and does not constitute a binding agreement.

16. SIGNATURE BLOCK – SAMPLE

The final executed agreement will include signature fields for both parties.

MuscleBabee Fitness, LLC

Authorized Signature

Name: _____

Date: _____

Sponsor

Authorized Signature

Name: _____

Date: _____

SAMPLE ONLY – NOT AN EXECUTED AGREEMENT

Final terms will be confirmed in a personalized agreement after MuscleBabee approves the partnership.