



Honor the Heroes of the Game, Preserve its History, Promote its Values & Celebrate Excellence EVERYWHERE

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## Pro Football Hall of Fame Partner Agreement Spring/Summer Visitation Campaign

This Influencer Agreement will govern your participation in the Pro Football Hall of Fame's Influencer Program. This Influencer Agreement is between you ("Influencer") and the Pro Football Hall of Fame ("Hall"), collectively the "Parties."

**OFFER:** The offer includes all the information sent to the Influencer, including but not limited to, the campaign brief, campaign description, campaign requirements, social media toolkit, and any other information provided to the Influencer by the Pro Football Hall of Fame (collectively, the "Offer").

The Offer includes all the information agreed upon by the by the Parties and shall become part of this Agreement (the Influencer and the Pro Football Hall of Fame), and is outlined as follows:

- The Influencer and his or her family (up to six guests in total) will receive free admission to the Pro Football Hall of Fame, a guided tour of the facility, a complimentary photo package, a swag bag, a Hall of Fame store gift card and access to exclusive content for completing the items below:
  - Share real-time content on social media channels during visit to the Pro Football Hall of Fame.
  - Post a link to a written and/or recorded content piece within two weeks of visiting to the Pro Football Hall of Fame.

**EFFECTIVE DATE:** This Agreement is entered into as of the date the Offer is accepted by the Influencer (the "Effective Date").

**CONTENT:** The Influencer shall produce content based on the creative brief. All opinions expressed by the Influencer will be honest and truthful. The Influencer may be required to state certain message points outlined in the brief, which shall be outlined by the Pro Football Hall of Fame. The Influencer shall make honest, unbiased statements about the Pro Football Hall of Fame. Written content may also include branding, graphics, and hyperlinks, as outlined in the brief. The Pro Football Hall of Fame may also require certain hashtags, hyperlinks and other copy to appear alongside the Influencer-created content, as outlined in the brief.

**APPROVALS:** Content review/approval is not required. At the request of the Pro Football Hall of Fame, the Influencer shall make changes and adjustments to conform to expectations of content after publication.

**DEADLINES:** The Influencer shall adhere to approval and publishing deadlines as outlined in the brief, unless otherwise negotiated with the Pro Football Hall of Fame.

**DISTRIBUTION:** Content shall be distributed via the Influencer's blog/website and social media channels, including but not limited to, Facebook, Instagram, Twitter, YouTube and Snapchat, no later than two weeks following the visit.

**USAGE:** The Influencer shall own the copyright to the content and grants the Pro Football Hall of Fame full and irrevocable, global rights to display, license, promote, broadcast and otherwise distribute the content at its sole discretion, unless otherwise agreed to in writing, by the Parties.

**ORIGINAL WORK:** The Influencer hereby represents, warrants, and covenants that all content (save and except any materials, if any, supplied by the Pro Football Hall of Fame) will be the original work and creation of the Influencer and will not infringe the rights (including without limitation, any intellectual property rights) of any third party. Without limiting the generality of the foregoing, the Influencer agrees not to use any third party content without the express written consent of Pro Football Hall of Fame.

**DISCLOSURE:** The Influencer will comply with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising ("FTC Guides"), current copies of which are available at <https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>.

**INDEMNIFICATION AND LIMITATION OF LIABILITY:** The Influencer shall indemnify, defend, and hold harmless the Hall, thunder::tech, and their respective employees, from and against any and all third party claims, suits, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of the Offer, any negligence or willful misconduct of the Influencer, and/or any material breach of this Agreement. The Hall and thunder::tech shall indemnify, defend, and hold harmless the Influencer and its employees and agents from and against any and all third party claims, suits, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of any negligence of the Hall, thunder::tech or its respective employees and agents as part of the Offer or any material breach of this Agreement by Hall and thunder::tech, except due to the negligence or willful misconduct of the Influencer, or its employees or agents.

This indemnification provision will survive the termination and/or expiration of this Agreement. Except with respect to such indemnification obligations, neither party will be liable to the other for any indirect, incidental, consequential, special or exemplary damages arising out of or relating to this agreement or the offer. Notwithstanding anything contained to the contrary herein and except where this provision is prohibited by law, in no event shall Influencer's or Hall's or thunder::tech's maximum, aggregate, cumulative liability arising out of or relating to this Agreement or the offer exceed the amount or value provided to the Influencer under this Agreement.

**WARRANTY:** The Influencer represents, warrants, and agrees that it is free to enter into this Agreement and to grant the rights and licenses herein granted to Pro Football Hall of Fame; the Influencer has not heretofore entered and shall not hereafter enter into any contract or agreement which is in conflict with the provisions hereof or which would or might interfere with the full and complete performance by the Influencer of their obligations hereunder or the free and unimpaired exercise by the Pro Football Hall of Fame of any of the rights and licenses herein granted to it; the Influencer further represents and warrants there are no prior or pending claims, administrative proceedings, civil lawsuits, criminal prosecutions or other litigation matters, affecting the Influencer which would or might interfere with Pro Football Hall of Fame's full and complete exercise or enjoyment of any rights or licenses granted hereunder.

**NAME (printed)** \_\_\_\_\_

**NAME (signed)** \_\_\_\_\_

**DATE** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

**PHONE NUMBER** \_\_\_\_\_

By signing this agreement, I agree that I have read, I understand, and agree to be bound by this Agreement and its terms and conditions. Completed agreements should be scanned and returned via email to [Shantae.rollins@thundertech.com](mailto:Shantae.rollins@thundertech.com).