

SPINHEAD FOUNDATION

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the “**Agreement**”) is made as of this _____ day of _____ 2009 (the “**Effective Date**”) by and between Spinhead Foundation, a Colorado nonprofit corporation (“**Spinhead**”), and _____, a _____ corporation (“**Sponsor**”).

RECITALS

WHEREAS, Spinhead is a nonprofit corporation, as described in Section 501(c)(3) of the Internal Revenue Code, formed for the purpose of increasing both rider and driver safety by alerting all those present that an event involving bicycles is taking place;

WHEREAS, in furtherance of its purpose Spinhead desires to organize the Spin Sports Festival (the “**Festival**”) which will be held in Aspen, Colorado from June 23-26, 2010; and

WHEREAS, Spinhead desires to solicit sponsorships for the Festival to help fund and promote the Festival and Sponsor desires to sponsor the Festival.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, representations and warranties contained herein, Spinhead and Sponsor do hereby agree as follows:

AGREEMENT

1. Nature of the Festival. Spinhead will use its best efforts to organize the Festival, which it anticipates will occur in Aspen, Colorado from June ___ - ___, 2010.

2. Sponsorship Contribution. Sponsor agrees to contribute \$ _____ (the “**Sponsorship Contribution**”) to Spinhead for use by Spinhead in the organization and promotion of the Festival in exchange for the benefits attached hereto as Exhibit A.

3. Escrow.

(a.) Spinhead agrees to retain the Sponsorship Contribution in a separate bank account and to use the Sponsorship Contribution solely for the purpose of organizing and promoting the Festival.

(b.) In the event the Festival does not occur for any reason, Spinhead agrees to return the Sponsorship Contribution to Sponsor, less any funds reasonably spent in the organization or promotion of the Festival as evidenced through records or receipts.

(c.) Sponsor acknowledges and agrees that it shall not be entitled to interest on the Sponsorship Contribution and that the maximum amount to be refunded shall be the principal amount of the Sponsorship Contribution set forth in Section 2 above, less any funds reasonably spent in the organization or promotion of the Festival as evidence through records or receipts.

4. Sponsorship Recognition. In recognition of the Sponsorship Contribution, Spinhead shall include such trademarks and logos of Sponsor, as Sponsor may designate, on Spinhead's promotional materials, and website (the "**Sponsorship Recognition**"), provided however, that Spinhead shall obtain consent from Sponsor prior to using the Sponsorship Recognition and shall cease using the Sponsorship Recognition at the request of the Sponsor.

5. Association with Spinhead. During the term of this Agreement, Sponsor shall have the right to include reference to Sponsor's association with Spinhead in Sponsor's marketing materials and public statements, including, but not limited to, inclusion in Sponsor's website, brochures, reports, media publications, print and voice advertisements.

6. Indemnification.

(a.) Sponsor shall indemnify and hold harmless Spinhead, its affiliates, directors, officers, employees, successors and assigns from and against any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) asserted against, or incurred by, Spinhead, its affiliates, directors, officers, employees, successors and assigns arising out of any claim for infringement of trademark, trade names, copyrights, patents or other intellectual property rights, or violations of privacy or publicity rights, under this Agreement, to the extent that any such claims arise from Sponsor's sponsorship of Spinhead and/or the use by Spinhead of the Sponsorship Recognition.

(b.) Spinhead shall indemnify and hold harmless Sponsor, its affiliates, directors, trustees, officers, employees, successors and assigns from and against any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) asserted against, or incurred by, Sponsor, its affiliates, directors, trustees, officers, employees, successors and assigns arising out of the negligence or intentional misconduct of Spinhead.

(c.) This Section 6 shall survive the termination or expiration of this Agreement.

7. Term and Termination.

(a.) This Agreement shall commence on the Effective Date and shall continue in effect until the completion of the Festival, unless terminated earlier.

(b.) This Agreement may be terminated by either party with cause upon default by the other party under any material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement shall be deemed terminated without further action.

(c.) Other than as set forth in Section 7(b.) above, Sponsor shall not be entitled to terminate this Agreement and request the return of the Sponsorship Contribution.

8. WARRANTY DISCLAIMER. SPINHEAD MAKES NO REPRESENTATION OR WARRANTY REGARDING THE NUMBER OF PERSONS WHO WILL PARTICIPATE IN THE FESTIVAL. SPINHEAD EXPRESSLY DISCLAIMS ANY AND ALL

any extent determined to be invalid under the applicable law, that provision will still be effective to the extent it remains valid and the remainder of this Agreement will continue to be valid.

17. Counterparts. This Agreement may be executed in any number of counterparts. Each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered in a manner appropriate to the parties effective as of the Effective Date of this Agreement.

SPINHEAD FOUNDATION

By _____
Its _____

SPONSOR

By _____
Its _____

Address: _____

