

PODCAST PARTNERSHIP AGREEMENT

Location: _____ Date: _____

Partner 1 Information:

Full Name: _____

Business Name (if applicable): _____

Address: _____

Phone/Email: _____

Partner 2 Information:

Full Name: _____

Business Name (if applicable): _____

Address: _____

Phone/Email: _____

Podcast Details:

Podcast Name: _____

Description: _____

Platform(s) for Distribution: _____

Target Audience: _____

Partnership Terms:

Roles and Responsibilities: _____

Content Ownership and Intellectual Property: _____

Revenue Sharing and Compensation: _____

Decision Making Process: _____

Section 1 – Purpose and Scope

This Agreement sets forth the terms and conditions under which the Partners shall collaborate on the production, promotion, and monetization of the Podcast identified herein. Each Partner agrees to contribute to the Podcast as outlined in this Agreement and to act in good faith to promote the success of the Podcast.

Section 2 – Roles and Responsibilities

Each Partner shall perform the duties and obligations as mutually agreed upon, including but not limited to content creation, editing, marketing, distribution, sponsorship management, and other operational functions. The specific division of responsibilities shall be documented in an attachment or appendix to this Agreement.

Section 3 – Intellectual Property Ownership

All intellectual property developed in connection with the Podcast, including but not limited to recordings, scripts, logos, trademarks, and marketing materials, shall be jointly owned by the Partners unless otherwise agreed in writing. Each Partner grants the others a non-exclusive, royalty-free license to use the intellectual property for the purposes of this Partnership.

Section 4 – Revenue Sharing

Revenue generated from the Podcast, including advertising, sponsorships, merchandise sales, and other income streams, shall be shared among the Partners in proportion to their agreed-upon ownership percentages or contributions, as specified in an attachment to this Agreement. Payments shall be made on a quarterly basis, accompanied by accounting statements.

Section 5 – Expenses and Costs

Costs and expenses incurred in connection with the Podcast, including production costs, hosting fees, equipment, marketing, and legal fees, shall be shared by the Partners in the same proportion as revenue sharing unless otherwise agreed.

Section 6 – Term and Termination

This Agreement shall continue until terminated by mutual agreement or by either Partner upon providing at least thirty (30) days written notice to the other. Upon termination, the Partners shall cooperate to wind down operations, distribute any remaining assets or liabilities, and address intellectual property rights and obligations.

Section 7 – Confidentiality

Each Partner agrees to keep confidential any proprietary or sensitive information received from the other Partner in connection with this Agreement and the Podcast, except as required by law or with the prior written consent of the disclosing Partner.

Section 8 – Representations and Warranties

Each Partner represents and warrants that they have the full power and authority to enter into this Agreement, that the performance of their obligations will not violate any other agreement, and that they shall comply with all applicable laws and regulations.

Section 9 – Indemnification

Each Partner agrees to indemnify, defend, and hold harmless the other Partner against any claims, losses, liabilities, damages, costs, or expenses arising out of the indemnifying Partner's breach of this Agreement, negligence, or willful misconduct.

Section 10 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Section 11 – Dispute Resolution

The Partners agree to first attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiation. If negotiation fails, the dispute shall be submitted to mediation before resorting to litigation.

Section 12 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by all Partners to be effective.

Section 13 – Entire Agreement

This Agreement constitutes the entire agreement between the Partners concerning the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, and communications.

Section 14 – Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Section 15 – Waiver

No waiver of any breach or default under this Agreement shall be deemed to be a waiver of any preceding or subsequent breach or default.

Section 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed valid and binding.

Section 17 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail, to the addresses set forth above or such other address as a Partner may designate by notice.

Section 18 – Relationship of Partners

The Partners acknowledge that this Agreement does not create a partnership, joint venture, agency, or employment relationship beyond that expressly set forth herein.

Section 19 – Non-Assignment

Neither Partner may assign or transfer their rights or obligations under this Agreement without the prior written consent of the other Partner.

Section 20 – Force Majeure

Neither Partner shall be liable for any delay or failure in performance due to causes beyond their reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

PARTNER 1 SIGNATURE

PARTNER 2 SIGNATURE

Signature: _____

Signature: _____

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