



*Incriminator Audio*

*7751 Hwy 72*

*Killen, AL 35645*

*(256) 417-6658*

## *Authorization and Release Form*

### ***Authorization:***

Sponsoree authorizes Incriminator Audio to use, at no cost, the items set forth below, at any time and in any manner desired by Incriminator Audio including, but not limited to, any advertising or marketing activities: (1) written testimonials, which are provided by the sponsoree, (2) any photographs, slides, pictures, prints which are provided by sponsoree. In addition, sponsoree agrees and acknowledges that Incriminator Audio may use sponsoree's name or likeness at any time, during the contract period.

### ***Release:***

Sponsoree hereby releases, discharges, and hold Incriminator Audio harmless from any and all claims, counterclaims, actions, liabilities, demands, rights, damages, cost, expenses, and controversies of any and all kinds, whether know or unknown, and whether in law or equity, arising as a result of Incriminator Audio's use of testimonials, photographs, likeness's, or use of sponsoree's name in accordance with the provisions in the preceding paragraph.

***By signing below, sponsoree agrees to the terms and conditions as set forth in this authorization and release form:***

***Sponsoree:*** \_\_\_\_\_ *(Please Print)*

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_



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## *Terms of Sponsorship*

Unless this agreement is terminated or revoked as authorized herein, the Agreement shall continue for a term of 1 year from the original date of execution. All sponsored products shall remain the property of Incriminator Audio until the completion of the said one-year agreement. Incriminator Audio reserves the right to revoke this sponsorship at any time for any reason.

It is understood that either party may terminate this agreement. In the event that the sponsoree wishes to terminate the agreement, sponsoree must send 30 days written notice to Incriminator Audio by certified mail. If for any reason the agreement is terminated before the said one-year agreement, it is understood that the sponsoree must return the products in the condition that is was originally sent in, freight prepaid. If the product is not in the condition as when it was received originally by sponsoree, MSRP will be charged to the sponsoree directly, unless it is a warranted defect.

Sponsoree and their staff shall conduct themselves in a professional manner, which will not adversely affect the reputation or credibility of Incriminator Audio or their products.

In the event of any dispute arising from our relationship, such dispute shall be submitted to binding arbitration using a single arbitrator sitting at Florence, Alabama, and shall be determined under Alabama law.

***By signing below, sponsoree agrees to all terms and conditions of this agreement.***

***Sponsoree:*** \_\_\_\_\_ ***(Please Print)***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_



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## *Sponsor Requirements*

Once approved for sponsorship, Incriminator Audio requires the following to be provided or performed by each team member.

1. A minimum of 4 digital photos of the exterior of the vehicle for advertising purposes (decals applied).
2. At least 2 digital photos of the installed Incriminator Audio products.
3. A minimum of 2 sq feet of space shall be used for Incriminator Audio decals, on the exterior of the vehicle. This may be one 12" by 24" decal or two 12" by 12" decals, etc.
4. All team members must qualify and attend dB Drag World Finals and at least one of the following IASCA World Finals, USACI World Finals, MECA World finals. Exceptions can be made only by contacting the Team Director with prior notice.
5. No selling or loaning of any product until one year after the date of the sponsorship. If or when sold, the purchaser must be given verbal notification that the product is used and carries no warranty from Incriminator Audio.
6. The pricing and/or level of sponsorships is strictly confidential. Any team member caught violating this will be immediately terminated.

***Please sign below that you agree to the above conditions of sponsorship.  
I agree to adhere to the above requirements to become part of The Riot Squad:***

***Sponsor:*** \_\_\_\_\_ ***(Please Print)***

***Signature:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_



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## *Sponsorship Proposal*

Please attach a written proposal that includes each of the following topics listed below. Incriminator Audio recommends that you use some type of word processing software to complete this part of the application.

In the attached proposal include all of the following:

- 1) A short bio about yourself and your vehicle.
- 2) Your experience in the industry, about your vehicle, and plans for the future.
- 3) The class and organizations you compete in.
- 4) Equipment requested for vehicle.
- 5) A printout of statistics from the organizations that you compete in.
- 6) List of records held, number and types of wins or positions held.
- 7) Digital images of trophy collection with and without vehicle.
- 8) Vehicle Information
- 9) Contact Information



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## *Confidentiality & Non-Disclosure Agreement*

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between with \_\_\_\_\_ (hereinafter "Recipient") and Incriminator Audio, (hereinafter "Discloser").

**WHEREAS** Discloser possesses certain ideas and information relating to Copyright Enforcers that is confidential and proprietary to Discloser (hereinafter "Confidential Information"); and

**WHEREAS** the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of information exchange;

**NOW THEREFORE**, in consideration for the mutual undertakings of the Discloser and the Recipient under this Agreement, the parties agree as follows:

**1. Disclosure.** Discloser agrees to disclose, and Receiver agrees to receive the Confidential Information.

**2. Confidentiality.**

**2.1 No Use.** Recipient agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.

**2.2 No Disclosure.** Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

**2.3 Protection of Secrecy.** Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

**3. Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

- (a) was known to Recipient prior to receiving any of the Confidential Information from Discloser;
- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

**4. Ownership of Confidential Information.** Recipient agrees that all Information pertaining to this sponsorship to include pricing for models within the sponsorship, new models due for production and Team Incriminator tactics, is all CONFIDENTIAL and shall remain the property of Discloser, and that Discloser may use such Confidential Information for any purpose without obligation to Recipient. The Discloser does give permission to the recipient to advise his or her application submission and if their application was approved. The Recipient may also advertise being apart of Team Incriminator at free will.

**5. Term and Termination.** The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential and made public by any method including catalogs, press releases etc.

**6. Survival of Rights and Obligations.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Discloser, its successors, and assigns; and (b) Recipient, its successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above of this non-disclosure agreement.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Name: Nicholas Wright  
Title: Owner / President

Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_



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## *Application Submission*

**Submit completed application to:**

**Incriminator Audio, LLC  
SPL Sponsorships  
2935 Hwy. 101 N  
Rogersville, AL 35652**

**Note: Please do not call asking for the status of your application.  
You will be contacted via phone or email with the outcome of your application.**

**For your protection send the application certified mail or traceable carrier.**

### ***Sponsorship Level:***

The level of pricing and sponsorship will be given to you if your application is approved. This information will be given in the approval letter sent out. If your application is denied, no pricing or sponsorship level information will be sent.

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#### **Internal use only**

Date Received: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Accepted: Yes [  ] No [  ]

Sponsorship Level: \_\_\_\_\_