# Endorsement Agreement

This agreement is entered into on this day [Agreement.Date] between [Sender.Company] and [Endorser.LegalName]. Endorser is widely known and respectfully recognized

as [Endorser.PublicName]. This name has offered the endorser a certain important meaning in the mind of the purchasing public important to the advertising, promotion, and sale of services and merchandise in importance with this endorsement agreement.

# Terms and Conditions

## Rights & Licenses

[Sender.Name] is requesting the exclusive right and license to utilize this name in connection with the advertisement, promotion, and sale of their product. This contract is an agreement for those rights and services with the following terms being in place.

[Endorser.Name] will provide rights for [Sender.Company] to hold all exclusive rights and licenses needed during the term of [Agreement.Term]. including the ability for use of any nicknames, initials, autographs, photographs, or any other property in relation to the advertisement or sale of mentioned product.

## Endorsement Agreement Effective Date

This agreement shall become effective as of signature dates below and will remain effective for a term of 12 months unless prematurely terminated for failure to comply with any of the terms or conditions listed in this agreement.

## Payment of Royalties

[Sender.Company] agrees to pay all royalties due from sales of such products as agreed between parties.Any and all royalties owed will be due on a yearly basis and shall be payable no later than thirty (30) days after the termination of the preceding full calendar quarter.

For each royalty period due [Sender.Comany] will provide endorser with written notice of all royalties as well as any and all descriptions of Products that were sold during the Royalty Period

or whether any actual Royalty was owed.

“Net Sales” shall mean [Sender.Company] gross sales of Product, excluding all customary discounts and allowances as well as returns.

The receipt or acceptance by [Endorser.LegalName] for above mentioned statement or payment shall not prevent Endorser from challenging or requesting proof of such document findings.

Any and all obligations for the payment of Royalties shall survive expiration or termination of this Agreement and will continue for as long as Endorsed Constructor continues to sell the Product or payment is owed.

In the event of underpayment to endorser for any and all royalties, endorser will bill for all royalties as well as interest fees in relation for said royalties.

## Late Payments

Late payments will be subject to a late fee of [Late.Percentage] of cost due. Late fees are subject after payment terms are not satisfied.

## Appearances

Upon [Sender.Company] request, [Endorser.LegalName] will make appearances no more than [Appearance.Number] of times on a yearly basis for photography and promotional purposes.

[Sender.Company] Understands endorsers' obligations and other requirements therefor will provide 10 days written notice prior to any appearances.

[Sender.Company] is in agreement that all fees obtained during said appearances shall be billed and paid by [Sender.Company].

Endorser shall not receive any other form of payment for appearances made.

## Products for Endorser

During the Term of this Agreement, [Sender.Company] shall supply Endorser, any and all products the Endorser may reasonably request for his or her own personal use or for distribution in connection with charitable events.

The Products shall be created with the highest quality or at least equal to comparable products manufactured and marketed by [Sender.Company].

If the quality of a class of the Product falls below such a production-run quality, as previously approved by Endorser, [Sender.Company] will have no longer than 30 days to correct quality or risk termination of agreement.

## Competing Agreements

[Endorser.LegalName] has not entered into any employment or non compete agreements with [Sender.Company] therefore is prohibited from the endorsing of any third parties.

## Notifications

Any notice required to be given to Endorser shall be delivered by certified mail, personal delivery, or overnight delivery paid for by [Sender.Company]

[Endorser.LegalName] has the option and right to inspect any and all books and records as well as any other documents and material in [Sender.Company] possession or control with respect to the subject matter of this Endorsement Agreement without prior notice needed.

The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.

## Representations & Warranties

Endorser represents and warrants that he or she has the full right, power, and authority to grant the Property herein.

Endorser represents that he or she is in good health and does not plan to retire during the Term of this Agreement

Endorser agrees to conduct themselves in a professional and legal manner at all times during the term of this contract including but not limited to events, advertising opportunities, and person ventures.

## Insurance

[Sender.Company] is responsible for obtaining and maintain adequate insurance coverage during the term of this agreement. Furthermore [Sender.Company] agrees to furnish Endorser a certificate of insurance evidencing such insurance prior to the manufacture, distribution, or sale of the Product.

## Termination

[Endorser.LegalName] shall have the right to terminate this Agreement upon 30 days prior written notice delivered either in person or by certified letter on the following terms,

The declaration of bankruptcy, or failure to continue the selling the Product by either party involved.

In the event Endorsed Constructor fails to make payment to Endorser of any sums due pursuant to this Agreement within thirty (30) days that such payment is due

If failure to provide insurance takes place and is not resolved within agreed upon time period.

[Sender.Company] shall have the right to terminate this Agreement upon 30 days prior written notice to Endorser or his or her legal representative in the event that Endorser does any of the following:

Engages in illegal, immoral, or criminal conduct resulting in a felony conviction; Misrepresents or conceals anything in his or her background that could be detrimental to the value of the endorsement being made prior or during contract terms.

Appears in less than [Agreed.Number] of events in a calendar year as previously agreed. Engages in any activity insulting to the general public or any activity risking the name or credibility of said endorsement.

Retires from industry during contract terms.

Either party may terminate this Agreement upon 30 days written notice to the other party in the event of a breach of any provision of this Agreement that are unable to be corrected within the desired 30 days.

## Post Termination Rights

Not less than thirty (30) days prior to the expiration of this Agreement or immediately upon termination thereof, Endorsed Constructor shall provide Endorser with a complete schedule of all inventory of Product then on hand bearing the Property.

Upon delivery Endorser agrees that for a period of three (3) months following the termination period [Sender.Company] shall have the right to continue to sell the Product bearing the Property that was manufactured or ordered prior to the effective date of termination.

Upon termination date all rights and agreements made between parties will cease and all products will halt production.

## Severability

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effective until contract end date or complete contract termination.

## Force Majuere

If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. No party will be responsible for the termination of this contract in the intense the above takes place.

# Signature

Both parties hereby agree to enforce, uphold, and abide by the entirety of this endorsement agreement.

Endorser Sender

[Endorser.FirstName] [Endorser.LastName] [Sender.FirstName] [Sender.LastName]

[Endoser.Company] [Sender.Company]

Date Date