

BRAND LICENSING AGREEMENT

Parties: _____

Licensor Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Licensee Information:

Full Legal Name: _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, Licensor owns all right, title, and interest in and to the Brand specified herein; and WHEREAS, Licensee desires to obtain a license to use the Brand pursuant to the terms and conditions set forth in this Agreement; NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable license to use the Brand solely in connection with the products and services described in this Agreement, subject to the terms and conditions set forth herein.

2. Term

The term of this Agreement shall commence as of the Effective Date and shall continue until terminated by either party in accordance with Section 11 of this Agreement.

3. Territory

The license granted herein shall be effective within the geographic area defined as the United States of America and its territories and possessions.

4. Use of Brand

Licensee shall use the Brand strictly in accordance with the guidelines, standards, and quality requirements established by Licensor, which may be amended from time to time. Licensee shall not use the Brand in any manner that would harm or diminish its value or reputation.

5. Quality Control

Licensee agrees to maintain the quality of the products and services associated with the Brand at a level consistent with Licensor's standards. Licensor shall have the right to inspect Licensee's use of the Brand and related products or services upon reasonable notice.

6. Approval of Materials

Licensee shall submit for Licensor's prior written approval all materials, advertising, packaging, and promotional content that utilize the Brand. Licensor shall provide such approval or rejection within a reasonable time frame.

7. Fees and Royalties

Licensee shall pay to Licensor the fees and royalties as specified in Schedule A attached hereto, which shall be calculated and paid according to the schedule set forth therein.

8. Intellectual Property Ownership

Licensor retains all right, title, and interest in and to the Brand and any associated intellectual property. Licensee's rights under this Agreement do not grant ownership or any other rights except as expressly set forth herein.

9. Confidentiality

Each party shall maintain the confidentiality of any proprietary or confidential information disclosed by the other party pursuant to this Agreement and shall not disclose such information to any third party without prior written consent.

10. Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Licensee's use of the Brand or breach of this Agreement.

11. Termination

Either party may terminate this Agreement upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice.

12. Effect of Termination

Upon termination of this Agreement, Licensee shall immediately cease all use of the Brand and shall not thereafter use any marks confusingly similar to the Brand. Licensee shall return or destroy all materials bearing the Brand as directed by Licensor.

13. Warranties and Disclaimers

Licensor makes no warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, except as expressly stated in this Agreement. Licensee uses the Brand at its own risk.

14. Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility thereof.

15. Governing Law and Venue

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. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

16. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements concerning the subject matter herein.

17. Amendments

No modification or amendment of this Agreement shall be valid unless in writing and signed by both parties.

18. Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

19. 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.

20. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail return receipt requested, nationally recognized overnight courier, or by electronic means with confirmation.

21. 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 shall be deemed originals.

22. Assignment

Licensee may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Licensor, which shall not be unreasonably withheld.

23. Relationship of Parties

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties.

24. Force Majeure

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

25. Compliance with Laws

Licensee agrees to comply with all applicable laws, regulations, and ordinances in connection with its use of the Brand.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

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