

## **ENDORSEMENT AGREEMENT**

THIS ENDORSEMENT AGREEMENT (the "Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between \_\_\_\_\_ (the "Company") and \_\_\_\_\_ (the "Endorser") hereinafter referred to collectively as the "Parties" and individually as the "Party."

WHEREAS, the Company desires to obtain the non-exclusive right to use the name, likeness and endorsement services of the Endorser in connection with the advertising and promotion of the Company's \_\_\_\_\_ (product to be endorsed);

AND WHEREAS, the Endorser desires to provide endorsement services to the Company pursuant to the terms and conditions contained herein.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties hereto hereby agree as follows:

### **I. DEFINITIONS**

1. In this Agreement, the following words have the following meanings:

A. "Endorser's Rights" shall mean the Endorser's name, image, likeness, voice, photograph, signature and all trademarks or other intellectual property containing the Endorser's name, image or likeness;

B. "Endorsement" shall mean the promotional statement, a speech, a formal and explicit approval, a signature or a testimonial by the Endorser; and

C. "Product" shall mean the Company's \_\_\_\_\_.

### **II. TERM**

1. The term of this Agreement shall commence on the Effective Date and shall continue for a period of \_\_\_\_\_ (\_\_\_\_) year(s) until such time as a Party provides \_\_\_\_\_ (\_\_\_\_) day's written notice of termination.

2. Upon termination of this Agreement, all of Company's right to use Endorser's Rights will immediately cease.

3. Signature gear liquidation clause X amount of days for dealers to liquidate stock

4. Return of all loan of company product at endorsers expense and how many days to do it.

### **III. GRANT OF ENDORSEMENT RIGHTS**

1. Endorser hereby grants to Company the non-exclusive right and license to use Endorser's Rights solely for the advertising, promotion and sale of the Company's Product.

2. Company hereby acknowledges and agrees that it will at all times ensure that Endorsement is in compliance with all applicable laws.
3. Endorser shall have the right to review and approve all uses of Endorser's Rights prior to the Company's public use and dissemination of same; such approval shall not be unreasonably withheld. Any material Company provides to Endorser for approval will be deemed to be approved by Endorser if Endorser has not disapproved the material within \_\_\_\_\_ (\_\_\_\_) days of Company submitting same to Endorser.
4. Company shall not grant the use of Endorser's Rights to any third party without Endorser's written consent.
5. At all times herein, Endorser shall retain all of his/her ownership, title and interest in Endorser's Rights.

#### **IV. ENDORSEMENTS or ARTIST SERVICES**

1. Endorser agrees that he/she shall participate in advertising campaigns in connection with Company's Product(s) which shall include, but not be limited to consumer promotion, magazine advertisements, on-line advertising, commercials and billboard advertisements at a time(s) which are mutually agreeable to the Parties.
2. During the term, Endorser agrees that he/she will make no less \_\_\_\_\_ (\_\_\_\_) number of personal/public appearances at events to be designated by Company at such times which are mutually agreeable to the Parties.

#### **V. COMPENSATION**

1. Company shall pay to Endorser an Endorsement Fee (the "Endorsement Fee") of \_\_\_\_\_ (\$\_\_\_\_\_) [SPECIFY CURRENCY, DOLLAR, EURO, ETC.] which shall be paid within \_\_\_\_\_ ( ) days of the Effective Date of this Agreement.
2. All travel expenses, including but not limited to, airfare, meals and lodging will be paid by Company.
3. The company shall provide initial company product to be furnished in the following
  - a. **List all company models, descriptions and sizes**
  - b. Company will provide replacement parts at no charge. Ground shipping charges are the responsibility of Company and express shipping charges are the responsibility of the artist
  - c. Company will send new product to endorser as it is released
  - d. **Endorser May Request** an unlimited amount of company product to be furnished by the company at company expense OR **DETAIL LIST OF**

LIMITATIONS OF GEAR ARTIST MAY REQUEST – Usually MRSP Dollar amount or FOB Dollar amount

4. **Signature Gear** – Spell out signature products, release dates etc. Royalty rates to be negotiated on separate contracts
5. **Guarantee of Work** (Clinic's and Consulting Services) Fee's for Clinic's to be spelled out here. X amount per domestic Clinic X amount for international Clinic

#### **VI. FROM THE ARTIST COMPANY REQUIRES**

1. The Artist hereby agrees to make best to effort play and promote Company product exclusively in all live performances, on video (music and instructional) and on recordings.
2. The Artist grants Company the right to use his/her likeness (images and video) for promotional purposes
3. The Artist agrees to post the Company logo on Artist and/or Band's website and agrees to make the best effort to promote Company through all their marketing channels, including but not limited to: the Artist's website and social media pages
4. The Artist will not promote, advertise or endorse any electronic drum products not manufactured by Company.
5. The Artist will provide to Company any ideas and / or observations about the product as it relates to the product's improvement and operation.
6. Artist will provide the company with photo of him/her playing Company product as well as a photo of him/her holding or sitting next to Company product. This is to be provided within 30 days after receiving his/her first Company product.
7. Company will promote the Artist through its marketing channels including but not limited to.

**a. Specify Channels**

#### **VII. REPRESENTATIONS AND WARRANTIES**

1. Company hereby represents and warrants to Endorser as follows:
  - A. That it has all the right, power and authority to enter into this Agreement;
  - B. That by entering into this Agreement it will not in any way violate any other agreement to which Company is a party;

C. That it does not require the consent or approval of any third party prior to the execution of this Agreement; and

D. That it is not in violation of any laws or order to which Company is subject to.

2. Endorser hereby represents and warrants to Company as follows:

A. That he/she has all the right, power and authority to enter into this Agreement;

B. That he/she by entering into this Agreement will not violate any other agreement to which Endorser is a party; and

C. That he/she does not require the consent or approval of any third party prior to the execution of this Agreement.

**D. If at any time Company deems the Artist's behavior or the Artist's projected public image to be detrimental to its product, or in breach of this agreement, Company has the right and option to immediately terminate the agreement.**

#### **VIII. GENERAL PROVISIONS**

1. Neither Party shall make a public announcement or press release in respect to the subject matter of this Agreement without the other Party's written approval.

2. Any notices to be delivered pursuant to this Agreement shall be delivered to:

In the case of Company to:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

In the case of Endorser to:

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

3. Neither Party to this Agreement may assign their rights or powers without the written consent of the other Party.

4. At any time throughout the duration of this Agreement, Endorser has the right to grant his/her endorsement to any other products or services.

5. This Agreement does not in any way create a partnership, affiliation or joint venture between the Parties. At all times throughout the duration of this Agreement Company and Endorser shall remain independent contractors of each other.

6. In the event a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remaining terms shall remain in full force and effect.

7. No waiver by Company or Endorser of any right shall be construed as a waiver of any other right.

8. The Parties shall execute and deliver such other documents or instruments which may be necessary to carry out the rights, responsibilities and obligations contemplated herein.

9. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic facsimile transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.

11. This Agreement shall be governed in accordance with the laws of the State of \_\_\_\_\_. The Parties hereby irrevocably submit to the jurisdiction of the courts of the State of \_\_\_\_\_ located in \_\_\_\_\_ County. In any suit or arbitration regarding the Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

WITNESS WHEREOF, the Company and the Endorser have executed this Agreement on the \_\_\_\_\_ day and year first written above.

**(COMPANY)**

\_\_\_\_\_

Name:

Title:

**(ENDORSER)**

---

Name:

Artist Information
Artist Name (to appear in Marketing):
Artist Website (to appear in Marketing):
Artist Twitter Handle (to appear in Marketing):
Band Names (to appear in Marketing):
Artist Shipping Address (no PO Boxes):
Primary Artist Phone #:
Artist E-mail Address:
Management Company:
Management Contact Name:
Management Contact Phone:
Management Contact e-mail:
Drum Tech Name:
Drum Tech Phone:
Drum Tech e-mail:
Other Product Endorsements (list all):
Artist Product Rider Information (to appear in Marketing)
Touring Product Rider (list all):
Teaching Product Rider (list all):
Clinic Product Rider (list all):