

BRAND LICENSING AGREEMENT

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This Brand Licensing Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LICENSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSOR ADDRESS] (the "**Licensor**"); and

[LICENSEE LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [LICENSEE ADDRESS] (the "**Licensee**").

The Licensor and the Licensee are each a "**Party**" and together the "**Parties**."

Recitals. The Licensor owns valuable brand assets, including trademarks, trade names, logos, and related goodwill, and the Licensee wishes to use those brand assets in connection with the marketing and sale of products or services. The Licensor is willing to grant a license on the terms below, including quality controls that protect the brand and its goodwill. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 Licensed Marks. "**Licensed Marks**" means the trademarks, trade names, logos, trade dress, and other brand identifiers listed on **Exhibit A**, together with the goodwill associated with them.

1.2 Licensed Products. "**Licensed Products**" means the products or services listed on Exhibit A on or in connection with which the Licensee is authorized to use the Licensed Marks.

1.3 Territory. "**Territory**" means [e.g. the United States / [COUNTRY OR REGION] / worldwide].

1.4 Brand Guidelines. "**Brand Guidelines**" means the Licensor's written standards for the appearance, presentation, and use of the Licensed Marks, as provided and updated from time to time.

1.5 Net Sales. "**Net Sales**" means gross amounts invoiced for Licensed Products, less returns, trade discounts, and sales taxes collected, each to the extent actually incurred and separately stated.

2. License Grant

2.1 Grant. Subject to this Agreement, the Licensor grants the Licensee a [non-exclusive / exclusive], [non-transferable], [non-sublicensable] license, during the Term and within the Territory, to use the Licensed Marks solely on and in connection with the marketing, promotion, and sale of Licensed Products.

2.2 Exclusivity. If the license is exclusive, the Licensor will not grant other licenses to use the Licensed Marks for Licensed Products within the Territory during the Term, subject to any reservations stated on Exhibit A.

2.3 Reservation of rights. The Licensor reserves all rights not expressly granted. The Licensee acquires no ownership of the Licensed Marks and will not use them outside the scope of this Agreement.

2.4 No conflicting marks. During the Term, the Licensee will not adopt, register, or use any trademark or domain name that is confusingly similar to a Licensed Mark, except as authorized in writing by the Licensor.

3. Ownership and Goodwill

3.1 Ownership. The Licensor owns and retains all right, title, and interest in the Licensed Marks. Nothing in this Agreement transfers ownership.

3.2 Goodwill. All use of the Licensed Marks by the Licensee, and all goodwill arising from that use, inures solely to the benefit of the Licensor. At the Licensor's request, the Licensee will execute documents confirming the Licensor's ownership and the inurement of goodwill.

3.3 Registrations. The Licensor may, at its discretion and expense, apply to register and maintain the Licensed Marks. The Licensee will not file any application to register a Licensed Mark.

4. Quality Control

4.1 Quality standards. The Licensee will ensure that all Licensed Products and all marketing bearing the Licensed Marks meet the quality standards set by the Licensor and the Brand Guidelines, and are at least as high in quality as products and marketing the Licensor itself offers under the Licensed Marks.

4.2 Compliance with guidelines. The Licensee will use the Licensed Marks only in the forms, colors, and presentations permitted by the Brand Guidelines and will include trademark notices and legends as the Licensor reasonably directs.

4.3 Samples and approval. Before first commercial use of a Licensed Mark on a new Licensed Product or in new marketing, the Licensee will submit a sample for the Licensor's reasonable approval. Approval not denied in writing within [NUMBER, e.g. 15] days is deemed given. The Licensee will not materially change an approved use without further approval.

4.4 Inspection. On reasonable notice, the Licensor may inspect the Licensee's facilities and Licensed Products solely to confirm compliance with this Section.

4.5 Cure of quality issues. If the Licensor reasonably determines that a Licensed Product or use fails to meet the standards, the Licensee will promptly correct it and, until corrected, will suspend the affected use or sale.

5. Fees and Royalties

5.1 License fee. The Licensee will pay the Licensor [LICENSE FEE / advance as described on Exhibit A].

5.2 Royalties. The Licensee will pay a royalty equal to [RATE, e.g. 6%] of Net Sales of Licensed Products, or as otherwise stated on Exhibit A.

5.3 Minimums. [OPTIONAL: The Licensee will pay minimum annual royalties of [AMOUNT], creditable against earned royalties for that year.]

5.4 Reports and payment. Within [NUMBER, e.g. 30] days after the end of each [calendar quarter], the Licensee will deliver a royalty report and pay the royalty due. Amounts are stated in [CURRENCY] and exclude taxes.

5.5 Records and audit. The Licensee will keep accurate records for at least [NUMBER, e.g. 3] years and, on reasonable notice and no more than once per year, allow the Licensor to audit them solely to verify amounts due. The Licensee will pay any verified shortfall with interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by law.

6. Marketing and Use

6.1 Permitted marketing. The Licensee may use the Licensed Marks in advertising and promotion for Licensed Products consistent with the Brand Guidelines. The Licensor may use the Licensee's name and the existence of this relationship in its own marketing, subject to the Licensee's reasonable approval.

6.2 Domain names and social media. The Licensee will not register domain names or social media handles incorporating the Licensed Marks without the Licensor's prior written consent, and will transfer any such handles or names to the Licensor on termination.

7. Infringement and Enforcement

7.1 Notice. Each Party will promptly notify the other of any suspected infringement, dilution, or unauthorized use of the Licensed Marks of which it becomes aware.

7.2 Control. The Licensor has the sole right, but not the obligation, to take action against third-party infringement. The Licensee will provide reasonable cooperation at the Licensor's expense. The Licensee may not take enforcement action without the Licensor's prior written consent.

7.3 Recoveries. Unless otherwise agreed, any recovery from enforcement belongs to the Licensor after reimbursement of its costs.

8. Representations, Warranties, and Indemnification

8.1 By the Licensor. The Licensor represents and warrants that it owns or controls the Licensed Marks and has the right to grant this license. The Licensor will defend and indemnify the Licensee against third-party claims that the authorized use of the Licensed Marks infringes that third party's trademark rights, subject to Section 8.3.

8.2 By the Licensee. The Licensee will defend and indemnify the Licensor against third-party claims arising from the Licensed Products, the Licensee's marketing, or the Licensee's use of the Licensed Marks outside the scope of this Agreement, subject to Section 8.3.

8.3 Limitation of liability. Except for the indemnification obligations in this Section and a Party's breach of confidentiality, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and (except for royalties actually due) each Party's total aggregate liability arising out of this Agreement will not exceed the total fees and royalties paid or payable in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

9. Term and Termination

9.1 Term. This Agreement begins on the Effective Date and continues for **[TERM]** unless terminated earlier (the "Term").

9.2 Termination for cause. Either Party may terminate on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 30]** days after written notice, including uncured quality failures and non-payment of undisputed amounts.

9.3 Immediate termination. The Licensor may terminate immediately if the Licensee challenges the validity or the Licensor's ownership of the Licensed Marks, or uses the Licensed Marks in a manner that materially harms the brand.

9.4 Effect of termination. On termination, the license ends and the Licensee will stop all use of the Licensed Marks, except that the Licensee may sell existing inventory of Licensed Products for **[NUMBER, e.g. 90]** days

subject to continued royalties, reporting, and quality controls. The Licensee will then remove or destroy remaining materials bearing the Licensed Marks and transfer any related domains and handles to the Licensor.

9.5 **Survival.** Sections 3, 5 (for accrued amounts), 8, and 10 survive termination.

10. General Provisions

10.1 **Independent parties.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, together with its exhibits and the Brand Guidelines, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

Exhibit A — Licensed Marks and Commercial Terms

Item	Details
Licensed Marks	[LIST MARKS / LOGOS / REGISTRATION NOS.]

Licensed Products	[DESCRIPTION]
Territory	[TERRITORY]
Exclusivity	[Exclusive / Non-exclusive]
License fee / advance	[AMOUNT OR "None"]
Royalty rate	[RATE]
Minimum royalties	[AMOUNT OR "None"]
Reporting period	[Quarterly / Other]
Sell-off period	[NUMBER] days

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