

EXCLUSIVE RIGHTS CONTRACT

Location: _____ Effective Date: _____

Parties:

Grantor (Owner of Rights): _____

Address: _____

Contact Information: _____

Grantee (Recipient of Rights): _____

Address: _____

Contact Information: _____

Recitals:

WHEREAS, Grantor is the sole and exclusive owner of certain rights described herein; and WHEREAS, Grantee desires to obtain exclusive rights from Grantor as set forth in this Agreement; NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 – Grant of Exclusive Rights

Grantor hereby grants to Grantee the exclusive, irrevocable, and transferable rights to use, exploit, license, and enforce the rights described in this Agreement within the Territory and for the Term specified herein. Grantor shall not grant any identical or similar rights to any third party during the Term.

Section 2 – Description of Rights

The exclusive rights granted under this Agreement include, but are not limited to, the right to reproduce, distribute, publicly perform, display, sublicense, and otherwise commercially exploit the Work and any derivative works.

Section 3 – Territory

The rights granted herein shall apply throughout the United States of America and its territories and possessions unless specifically limited herein.

Section 4 – Term

This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) years unless earlier terminated in accordance with this Agreement.

Section 5 – Consideration

In consideration for the grant of exclusive rights, Grantee shall pay Grantor the amount agreed upon by the parties, payable according to the terms set forth in this Agreement.

Section 6 – Payment Terms

Payments shall be made within thirty (30) days of invoice receipt. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less.

Section 7 – Representations and Warranties

Grantor represents and warrants that Grantor is the sole and exclusive owner of the rights granted herein, that the rights

are free and clear of liens and encumbrances, and that Grantor has full power and authority to enter into this Agreement.

Section 8 – Covenants

Grantor agrees not to take any action that would impair the rights granted to Grantee and shall cooperate reasonably with Grantee in protecting and enforcing the exclusive rights.

Section 9 – Infringement and Enforcement

Grantee shall have the sole right to enforce the exclusive rights granted hereunder. Grantor agrees to cooperate fully in any enforcement actions initiated by Grantee.

Section 10 – Confidentiality

Each party agrees to keep confidential and not disclose to third parties any proprietary or confidential information disclosed by the other party in connection with this Agreement.

Section 11 – Indemnification

Each party shall indemnify, defend, and hold harmless the other party from and against any and all claims, damages, liabilities, costs, and expenses arising out of breach of representations, warranties, or obligations under this Agreement.

Section 12 – Limitation of Liability

Neither party shall be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement.

Section 13 – Termination

This Agreement may be terminated by either party upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days after receipt of written notice.

Section 14 – Effect of Termination

Upon termination, all rights granted to Grantee shall revert to Grantor, and Grantee shall cease all use and exploitation of the rights.

Section 15 – Assignment

Grantee may assign or transfer its rights and obligations under this Agreement only with Grantor's prior written consent, which shall not be unreasonably withheld.

Section 16 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

Section 17 – Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

Section 18 – Amendments

Any amendment or modification of this Agreement must be in writing and signed by both parties.

Section 19 – Notices

All notices under this Agreement shall be given in writing and delivered by hand, nationally recognized overnight courier, certified mail, or electronic means with confirmation of receipt to the addresses set forth herein or such other address as either party may designate.

Section 20 – Waiver

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default of the same or any other provision.

Section 21 – Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 22 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

Section 23 – Relationship of Parties

The parties are independent contractors and nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship.

Section 24 – Force Majeure

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

Section 25 – Compliance with Laws

Each party agrees to comply with all applicable laws, regulations, and ordinances in connection with performance under this Agreement.

GRANTOR'S SIGNATURE

GRANTEE'S SIGNATURE

Signature: _____

Signature: _____

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