

LOGO DESIGN AND LICENSING AGREEMENT

Parties: _____

Licensors Information:

Full Name or Company Name: _____

Address: _____

Phone/Email: _____

Licensee Information:

Full Name or Company Name: _____

Address: _____

Phone/Email: _____

Logo Description:

Detailed description of the logo and design elements:

Grant of License:

Licensors hereby grants Licensee a non-exclusive, non-transferable, revocable license to use the Logo solely in connection with the Licensee’s business as described herein, subject to the terms and conditions of this Agreement. Licensee shall not alter, modify, or create derivative works of the Logo without prior written consent of Licensors.

Term and Termination:

This Agreement shall commence upon execution and continue until terminated by either party upon thirty (30) days written notice. Termination shall not affect Licensee’s obligation to cease use of the Logo upon termination date.

Ownership and Intellectual Property:

Licensors retains all right, title, and interest in and to the Logo, including all intellectual property rights. Licensee acknowledges that no ownership rights are conveyed under this Agreement.

Usage Restrictions:

Licensee agrees not to use the Logo in any manner that is unlawful, defamatory, obscene, or otherwise harmful to Licensors’s reputation. Licensee shall comply with any brand guidelines provided by Licensors.

Fees and Payment:

Licensee shall pay Licensor the agreed license fee as set forth in a separate written invoice or statement. All payments are due within thirty (30) days of invoice date unless otherwise agreed in writing.

Warranties and Disclaimers:

Licensor represents that it has the right to grant the license herein. THE LOGO IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification:

Licensee shall indemnify, defend, and hold harmless Licensor from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of Licensee's use of the Logo in violation of this Agreement.

Limitation of Liability:

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflicts of law principles. Any dispute arising under this Agreement shall be subject to the exclusive jurisdiction of the courts located in _____ County, _____.

Entire Agreement:

This Agreement constitutes the entire agreement between the parties related to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral. Modifications must be in writing and signed by both parties.

Counterparts and 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 provided by electronic means or PDF shall be deemed valid and binding.

LICENSOR'S SIGNATURE

LICENSEE'S SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title (if applicable): _____

Title (if applicable): _____

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