

# NAME, IMAGE, AND LIKENESS AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## PARTY INFORMATION

Licensor (Name): \_\_\_\_\_

Licensor Address: \_\_\_\_\_

Licensor Phone/Email: \_\_\_\_\_

Licensee (Name): \_\_\_\_\_

Licensee Address: \_\_\_\_\_

Licensee Phone/Email: \_\_\_\_\_

## RECITALS

WHEREAS, Licensor possesses certain rights to their name, image, likeness, voice, and/or other personal attributes and desires to grant Licensee the right to use such rights in connection with Licensee's business activities; and WHEREAS, Licensee desires to obtain a license to use Licensor's name, image, likeness, voice, and/or other personal attributes under the terms and conditions set forth herein.

### 1. Grant of Rights

Licensor hereby grants to Licensee a non-exclusive, worldwide, royalty-bearing license to use Licensor's name, image, likeness, voice, and other personal attributes (collectively, the "Licensed Rights") in connection with Licensee's business, products, services, marketing, advertising, promotion, and any other lawful commercial or non-commercial use permitted under this Agreement.

### 2. Term

This Agreement shall commence on the date of execution and continue until terminated pursuant to Section 9 or by mutual written agreement of the parties.

### 3. Compensation

Licensee agrees to pay Licensor the compensation set forth in Exhibit A attached hereto and incorporated herein by reference. Payment terms and schedules shall be as specified in Exhibit A.

### 4. Ownership

Licensor retains all right, title, and interest in and to the Licensed Rights, subject only to the license granted herein. Licensee acknowledges that nothing in this Agreement shall be construed to transfer any ownership rights in the Licensed Rights.

### 5. Use of Licensed Rights

Licensee agrees to use the Licensed Rights only as expressly permitted by this Agreement and in a manner consistent with applicable laws and regulations. Licensee shall not use the Licensed Rights in any manner that is defamatory, obscene, or otherwise unlawful.

### 6. Approval Rights

Licensor shall have the right to approve all uses of the Licensed Rights in advertising, marketing, and promotional materials. Licensee shall submit any such materials to Licensor for approval at least ten (10) business days prior to

intended use. Approval shall not be unreasonably withheld or delayed.

## **7. Representations and Warranties**

Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder. Licensor represents that the Licensed Rights do not infringe the rights of any third party.

## **8. Indemnification**

Each party shall indemnify, defend, and hold harmless the other party and its affiliates, officers, agents, and employees from and against any and all claims, damages, liabilities, and expenses arising out of or related to any breach of this Agreement or any willful misconduct or negligence.

## **9. Termination**

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party for any reason. Upon termination, Licensee shall immediately cease all use of the Licensed Rights and destroy or return all materials containing the Licensed Rights.

## **10. Confidentiality**

The parties agree to maintain in confidence all non-public information disclosed by one party to the other in connection with this Agreement and not to disclose such information to any third party except as required by law or with the prior written consent of the disclosing party.

## **11. Governing Law and Venue**

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

## **12. Entire Agreement; Amendments**

This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, and understandings. No amendment or modification shall be effective unless in writing and signed by both parties.

## **13. Assignment**

Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, except that Licensee may assign this Agreement in connection with a merger, acquisition, or sale of substantially all its assets.

## **14. Waiver**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of its rights to enforce such provision or any other provision in the future.

## **15. Severability**

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

## **16. Notices**

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, return receipt requested, or by electronic mail with delivery confirmation, to the parties at their addresses set forth above.

## **17. Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Signatures transmitted by electronic means (e.g., PDF, fax, email) shall be deemed original signatures.

**18. Relationship of the Parties**

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

**19. Publicity**

Neither party shall issue any press release or public announcement regarding this Agreement or the relationship of the parties without the prior written approval of the other party.

**20. Force Majeure**

Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, governmental actions, or natural disasters.

**LICENSOR'S SIGNATURE**

**LICENSEE'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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