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# ENDORSEMENT AGREEMENT

*State of Alabama*

A. This Endorsement Agreement is made effective as of the following date: _____, by and between the following endorser (the "Endorser"):

_____
of
_____

and the following brand (the "Brand"):

_____
of
_____

B. *WHEREAS*, _____ is well known in the following field: _____, their endorsement and services have commercial value to the Brand.

C. *WHEREAS*, the Brand is desirous to obtain the right to use the name, likeness, and endorsement of the Endorser in connection with the advertisement and promotion of the product of the Brand, namely the following:

_____

*NOW THEREFORE*, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Endorser and the Brand agree as follows:

## I. APPOINTMENT.

1. The Brand is seeking the Endorser's assistance in offering and selling Brand's products and/or services.

2. The Brand hereby appoints the Endorser as its representative on a non-employee basis to endorse the products and/or services to the target audience.

## II. TERM.

3. This Agreement will terminate automatically on _____.

## III. SCOPE OF SERVICES.

4. In connection with this Agreement, the Endorser agrees to perform the following services:

a. Endorser authorizes and grants to Brand the exclusive right, license, and interest to use this Endorsement in respect of the marketing, promotion, advertising, and sale of their product/service.

b. Throughout the term of this Agreement, Endorser hereby agrees that they shall not grant the right to use Endorser's name, autograph, signature, likeness, nickname, or any other identifying image or information to any other company, individual, manufacturer, or retailer of the same or overwhelmingly similar Product/Service as Brand.

c. Endorser hereby agrees that they shall not endorse or sponsor any other product/service made or sold by any other company, individual, manufacturer, or retailer which is the same or overwhelmingly similar product/service as Brand.

d. Endorser hereby agrees that they shall not serve as an endorser of any other company, individual, manufacturer, or retailer that sells the same or overwhelming similar product/service as Brand.

e. Endorser hereby agrees they shall make required social media posts in promotion of the Brand's product/service as described below:

_____

f. Endorser hereby agrees they shall make required in person appearances in promotion of the Brand's product/service as described below:

_____

g. Endorser hereby agrees they shall appear in print, radio, or television commercials and advertisements in promotion of the Brand's product/service as described below:

_____

h. Endorser hereby agrees that should the Endorser be involved in any Brand sponsored television commercials, print media, or other photography sessions, Endorser shall wear any accessories or clothing items Brand deems necessary for the marketing, promotion, advertising, and sale of Brand's product/service.

**IV. CONFIDENTIALITY.**

5. Endorser and any of Endorser's employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Endorser, or divulge, disclose, or communicate in any manner any information that is proprietary to Brand. Endorser and their employees, agents, and representatives, if any, will protect such information and treat it as strictly confidential.

6. This provision shall continue to be effective after the termination of this Agreement.

7. Upon termination of this Agreement, Endorser will return to Brand all records, notes, documentation, equipment, and other items that were used, created, or controlled by Brand during the term of this Agreement.

**V. PAYMENT FOR SERVICES.**

8. Brand will pay Endorser weekly in the amount of $2 (two US dollars).

9. Endorser may only spend the following maximum amount of hours on services provided to Brand per week: 2.

10. For any payment that is not paid within 10 (ten) days of its due date, Brand shall pay a late fee of $2 (two US dollars).

**VI. INDEMNIFICATION.**

11. Endorser and Brand shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

12. Brand will have the right to select counsel to defend Endorser against any and all such claims, demands, or cause of action, subject only to Endorser's reasonable right of approval of any counsel before Brand will incur any liability to indemnify and reimburse Endorser for fees payable to such counsel.

13. This indemnification will survive termination of this Agreement.

**VII.**

**VIII.**

**IX. FORCE MAJEURE.**

14. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the Party unable to carry out its obligations gives the other Party prompt written notice of such event, then the obligations of the Party invoking this provision shall be suspended to the extent necessary by such event.

15. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, strikes, lock-outs, or work stoppages.

16. The excused Party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

17. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such Party, or its employees, officers, agents, or affiliates.

**X. ENTIRE AGREEMENT.**

18. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

19. This Agreement supersedes any prior written or oral agreements between the Parties.

**XI. SEVERABILITY.**

20. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

21. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**XII. AMENDMENT.**

22. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

**XIII. GOVERNING LAW.**

23. This Agreement shall be construed in accordance with the laws of the State of Alabama.

**XIV. NOTICE.**

24. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

**XV. WAIVER OF CONTRACTUAL RIGHTS.**

25. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

*IN WITNESS WHEREOF*, the Parties execute the Agreement as follows:

_____
_____, *Endorser*

Date:_____

_____
_____, *Brand*

Date:_____