**Endorsement Agreement Between product manufacturer and professional athlete**

**ENDORSEMENT AGREEMENT**

This Agreement made *[date of agreement]*, between *[name of company]*, a corporation organized under the laws of *[name of state]*, having its principal office at *[address of company]* (“Company”), and *[name of athlete]*, of *[address of athlete]* (“Athlete”), c/o *[name of agent]*, *[address of agent]*.

RECITALS

A. Athlete is recognized as a highly skilled professional *[type of athlete]*.

B. Company desires to obtain the rights to use the name, fame, image and athletic renown of Athlete in connection with the advertisement and promotion of its products as provided in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION ONE.   DEFINITIONS

As used in this Agreement, the following terms shall be defined as set forth below:

A. “Contract Period” shall mean that period of time commencing on *[date of commencement of term]*, and concluding *[date of end of term]*, unless terminated sooner as provided in this Agreement.

B. “Services” shall mean *[description of products and services]*.

C. “Athlete Identification” means the right to use, subject to the provisions of this Agreement, Athlete's name, fame, nickname, initials, autograph, voice, video or film portrayals, facsimile signature, photograph, likeness and image or facsimile image, and any other means of endorsement by Athlete used in connection with the advertisement and promotion of Company's Services.

D. “Contract Territory” shall mean worldwide.

SECTION TWO.   GRANT OF RIGHTS

In consideration of the remuneration to be paid to Athlete pursuant to this Agreement, Athlete grants to Company the right and license during the Contract Period to use the Athlete Identification solely in connection with the advertisement and promotion of Company's Services within the Contract Territory. It is understood that Company may not use the Athlete Identification in connection with any items for sale or resale, other than Company Services as specified in this Agreement. The foregoing rights to use the Athlete Identification is limited to television, radio and print advertising, advertising published over the Internet (provided that such material is limited to advertising only), public relations materials, point-of-sale displays, free standing inserts, direct mail and billboards. Company shall ensure that all uses of the Athlete Identification comply with applicable law.

SECTION THREE.   PRIOR APPROVAL

Company agrees that neither use of the Athlete Identification nor any item used in connection with the Athlete Identification will be made under this Agreement unless and until the same has been approved by Athlete. Athlete agrees that any material, advertising or otherwise, submitted for approval as provided in this Agreement may be deemed by Company to have been approved under this Agreement if the same is not disapproved in writing within *[number of days]* business days after receipt of the material. Athlete agrees that any material submitted under this Agreement will not be unreasonably disapproved and, if it is disapproved, that Company will be advised of the specific grounds for such disapproval. If Company desires immediate approval of advertising material under this Agreement, Company shall have the right to directly contact Athlete's authorized agent to obtain such approval. Company agrees to protect, indemnify and save harmless Athlete and *[his/her]* authorized agent, or any of them, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, arising out of, or in any way connected with, any advertising material furnished by, or on behalf of, Company.

SECTION FOUR.   SERVICES OF ATHLETE

A. If Company desires to use the services of Athlete at a Company sponsored event, Athlete agrees to make one personal appearance as mutually agreed upon and at places reasonably convenient to *[his/her]* schedule. Such appearances shall not exceed *[number of hours]* hours unless otherwise agreed upon. Company further understands that failure to use services of Athlete pursuant to this section shall not result in any reduction in payments to Athlete under this Agreement nor may the obligation to provide services be carried beyond the Contract Period. The obligation of Athlete to provide *[his/her]* services is subject to the condition that payments to Athlete are current and up to date.

B. If Company desires to use the services of Athlete for a *[number of hours]*-hour commercial taped tie-in with Company, Athlete and Company must mutually agree upon a reasonable time and place of commercial activity.

C. If Company desires to use the services of Athlete as a model in connection with Company advertising to promote its products in excess of *[number of personal appearances]* personal appearance and the commercial *[number of hours]*-hour tie-in as mutually agreed upon and at places reasonably convenient to *[his/her]* schedule, each additional appearance will be at a rate of $*[dollar amount of appearance fee per day]* per day. Any additional appearances by Athlete at $*[dollar amount of appearance fee per day]* shall be subject to Athlete's sole approval, no matter how arbitrary or capricious Athlete might be in refusal. Such appearances shall not exceed *[number of hours]* hours unless otherwise agreed upon. Company agrees that it will reimburse Athlete for all reasonable travel, lodging and meal expenses incurred by Athlete in connection with such services. Company further understands that failure to use services of Athlete pursuant to this section shall not result in any reduction in payments to Athlete under this Agreement nor may the obligation to provide services be carried beyond the Contract Period. The obligation of Athlete to provide *[his/her]* services is subject to the condition that payments to Athlete are current and up to date.

D. Should Company use Athlete in television advertising to promote Company's Services, Company will make all applicable required union scale and pension and welfare payments.

E. If Company confirms Athlete availability and an illness, injury or other cause beyond Athlete's control prevents Athlete's appearance on that date, then the parties will reschedule for another date, subject always to Athlete's prior bona fide commitments. Athlete's nonappearance for any of the foregoing reasons is not a breach of this Agreement and Athlete is not responsible for any expenses incurred by Company in connection with that nonappearance.

SECTION FIVE.   MARKETING RIGHTS

The general marketing rights are as follows:

A. During the Contract Period, Company is granted use of Athlete's likeness and facsimile in advertising and promotion of Company.

B. During the Contract Period, Athlete shall make *[number of personal appearances]* personal appearance (not to exceed *[number of hours]* hours). Athlete and Company will mutually agree upon the nature of the appearances (which may include but are not limited to speaking engagements, *[name of sport]* exhibitions, and appearances at corporate meetings). Time and place of appearances are to be mutually agreed upon by Athlete and Company.

SECTION SIX.   PAYMENTS

Company shall pay a base fee of $*[dollar amount of base fee]* upon execution of this Agreement. For additional appearances above and beyond the *[number of personal appearances]* guaranteed personal appearance and commercial tie-in, Company shall pay Athlete within *[number of days]* days of the execution of this Agreement. Athlete may elect to have payments made by check, wire transfer, or bank transfer. Unless such election has been made in writing, all payments shall be made by check drawn to the order of “*[name of agent]*.” Past due payments under this Agreement shall bear interest at the rate of: (a) *[percentage rate of interest]*% per month; or (b) the maximum interest rate permissible under law, whichever is less. All amounts in this Agreement are in United States dollars.

SECTION SEVEN.   AUTHORIZED AGENT

 Athlete designates *[name of agent]* as *[his/her]* authorized agent for all purposes under this Agreement. All notices of submissions to be made or delivered by Company to Athlete pursuant to this Agreement shall be delivered to agent at *[address of agent]*, free of all charges such as, for example, shipping charges and customs charges. If any such charges are paid by Athlete or by *[his/her]* authorized agent, Company agrees to make prompt reimbursement.

SECTION EIGHT.   DEFAULT

A. If either party at any time during the Contract Period shall: (i) fail to make any payment or any sum of money specified in this Agreement to be made; or (ii) fails to observe or perform any of the covenants, agreements or obligations under this Agreement (other than the payment of money), the nondefaulting party may terminate this Agreement as follows: as to clause (i) above, if such payment is not made within *[number of days]* days after the defaulting party shall have received written notice of such failure to make payment; or as to clause (ii) above, if such default is not cured within *[number of days]* days after the defaulting party shall have received written notice specifying in reasonable detail the nature of such default. In order to be a sufficient notice, any such written notice shall specify in detail each item of default and shall specify the provision of this Agreement which applies to each item of default, and shall specify in detail the action the defaulting party is required to take in order to cure each item of default. The termination rights set forth in this section shall not constitute the exclusive remedy of the nondefaulting party under this Agreement, however, and if default is made by either party under this Agreement, the other party may resort to such other remedies as such party would have been entitled to if this section had been omitted from this Agreement, subject to the terms of this Agreement. Termination under the provision of this section shall be without prejudice to any rights or claims which the terminating party may otherwise have against the defaulting party, and if Company is the defaulting party, Company shall be responsible for any and all payments due under the terms of this Agreement in addition to other liabilities set forth above.

B. If Company shall become bankrupt or insolvent, or if Company's business shall be placed in the hands of a receiver, assignee or trustee, whether by voluntary act of Company or otherwise, the Contract Period shall, at the election of Athlete, immediately terminate.

SECTION NINE.   TERMINATION FOR CAUSE

 Athlete may terminate this Agreement for cause as follows:

A. *[Name of Professional Sports League]* Prohibition.If during the term of this Agreement, *[name of professional sports league]* or any other authorized group of *[name of professional sports league]* mandates against Athlete from fulfilling *[his/her]* responsibilities pursuant to this Agreement, Athlete will be permitted to terminate this Agreement for cause and have no monetary obligations to Company going forward.

B. Conduct Unbecoming.To the extent that Company engages in any conduct or activity that sheds a negative or disparaging light on Company or Athlete, then Athlete may terminate this Agreement for cause.

SECTION TEN.   REPRESENTATION

Company represents and warrants that its business is in good standing and not currently in violation of any federal, state, or local laws, regulations, rules or ordinances.

SECTION ELEVEN.   CONFIDENTIALITY

Company agrees that compensation paid to Athlete is private, confidential, and a trade secret. Company also agrees that violation of such confidentiality is hard to determine and Company also agrees to $*[dollar amount of liquidated damages]* as liquidated damages should Company violate Athlete's confidentiality.

SECTION TWELVE.   USE OF ATHLETE IDENTIFICATION AFTER  TERMINATION

From and after the termination of the Contract Period, all of the rights of Company to the use of the Athlete Identification shall cease absolutely and Company shall not subsequently use or refer to the Athlete Identification in advertising or promotion in any manner whatsoever. It is further agreed that following termination of the Contract Period, Company shall not advertise, promote, distribute or sell any item whatsoever in connection with the use of any name, figure, design, logo, trademark or tradename similar to or suggestive of the Athlete Identification.

SECTION THIRTEEN.   TRADEMARKS

Company agrees that it shall not file, during or after the Contract Period, any application for trademark registration or otherwise obtain or attempt to obtain ownership of any trademark or trade name within the Contract Territory or in any other country of the world which consists of the Athlete Identification or any mark, design or logo intended to make reference to Athlete. If, prior to commencement of the Contract Period, Company has filed one or more applications for registration of any such trademark, or otherwise has obtained any rights to such trademark, Company agrees to cause such applications and trademarks to be assigned and transferred to Athlete as soon as possible.

SECTION FOURTEEN.   RESERVATION OF RIGHTS

All rights not specifically granted to Company in this Agreement shall remain the property of Athlete to be used in any manner Athlete deems appropriate. Company understands that Athlete has reserved the right to authorize others to use the Athlete Identification within the Contract Territory and during the Contract Period in connection with all tangible and intangible items and services other than the Services specified in this Agreement.

SECTION FIFTEEN.   INDEMNIFICATION

Company and Athlete mutually agree to protect, indemnify and hold harmless the other party, and its authorized agent, or any of them, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including reasonable attorney's fees, arising out of, or in any way connected with, actions or omissions of the indemnifying party, any advertising material furnished by, or on behalf of, such party, or any claim or action for personal injury, death or other cause of action involving alleged defects in such party's services or products. Company agrees to provide and maintain, at its own expense, general commercial and errors and omissions insurance with limits no less than $*[dollar amount of insurance limit]* and naming Athlete as an additional named insured. Within *[number of days]* days from the date of this Agreement, Company will submit to Athlete evidence of such policy, requiring that the insurer shall not terminate or materially modify such policy without written notice to Athlete at least *[number of days]* days in advance of such termination of modification.

SECTION SIXTEEN.   LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, if Company incurs any expenses, damages or other liabilities (including but not limited to reasonable attorney's fees) in connection with the performance or nonperformance of any term or provision of this Agreement, Athlete's liability to Company shall not exceed the remuneration, excluding reimbursement of expenses, actually paid to Athlete by Company. In no event will Athlete be liable for any indirect, incidental, reliance, special or consequential damages arising out of the performance or nonperformance of this Agreement, whether or not Athlete had been advised of the possibility of such damages.

SECTION SEVENTEEN.   NO WAIVER

The failure of either party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment of the same and each party may at any time demand strict and complete performance by the other of such terms, covenants and conditions. Any waiver of such rights must be set forth in writing.

SECTION EIGHTEEN.   SEVERABILITY

If any provision of this Agreement shall be declared illegal, invalid, void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected by such declaration.

SECTION NINETEEN.   ASSIGNMENT

This Agreement shall bind and inure to the benefit of Athlete, and the successors and assigns of Athlete. The rights granted Company under this Agreement are personal to it, shall be used only by it or its affiliate and shall not without the prior written consent of Athlete be transferred or assigned to any other party.

SECTION TWENTY.   GOVERNING LAW; MEDIATION AND ARBITRATION

A. This Agreement shall be governed by, and its provisions enforced in accordance with, the laws of *[name of state]*, without regard to its principles of conflicts of laws.

B. Any dispute arising under this Agreement will be first referred for resolution to Company's and Athlete's respective designees. To the extent that the designees of the parties cannot resolve the dispute within *[number of days]* business days of referral to them, the parties agree to try in good-faith to settle the dispute by nonbinding mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. If after *[number of days]* days of mediation with the mediator, the dispute is not settled, or if the mediator declares an impasse prior to the end of the *[number of days]*-day period, the aggrieved party may pursue binding arbitration as set forth below. Any and all mediation hearings shall be held in *[name of city]*, *[name of state]*, unless the parties agree otherwise.

C. If a dispute arises under this Agreement which cannot be resolved through mediation, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer not employed by or associated with either party to this Agreement) in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. All such arbitration shall take place at the office of the American Arbitration Association located in *[name of city]*, *[name of state]*. Each party is entitled to depose one fact witness and all expert witnesses retained by the other party, and to conduct such other discovery as the arbitrator deems appropriate. The award or decision rendered by the arbitrator shall be final, binding and convulsive and judgment may be entered upon such award by any court.

SECTION TWENTY-ONE.   NO JOINT VENTURE

This Agreement does not constitute and shall not be construed as constituting an association, partnership, joint venture or relationship of principal and agent or employer and employee between Athlete and Company. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and except as expressly set forth in this Agreement, nothing contained in this Agreement shall give, or is intended to give, any rights of any kind to any third person.

SECTION TWENTY-TWO.   ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties to this Agreement and may not be changed or modified except by a writing signed by the party or parties to be charged by such change or modification.

The parties have executed this Agreement at *[place of execution]* the day and year first set forth above.

*[Name of company]*

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name of officer of company]*

*[Title of officer of company]*

*[Name of athlete]*

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name of officer of athlete]*

*[Title of officer of athlete]*