2.2

website and include a link to steveclayton.com.

BAND NAME

Endorsee will arrange to add his endorsement of Clayton to the \_\_\_\_\_\_\_\_\_\_\_\_

2.4

tape liner notes produced during the Term of this Agreement.

Endorsee agrees to credit “Steve Clayton, Inc. Guitar Picks” in any C.D./cassette

2.3

and advertising of the Clayton brand name.

Endorsee shall give Clayton his reasonable assistance in respect to the display

advertise and endorse Clayton products.

Throughout the Term of this Agreement, Endorsee shall prominently use,

2.1

ENDORSEE’S OBLIGATIONS

2.

this Agreement and fails to cure such breach within the thirty (30) day period.

written notice to the other, in the event the other party breaches a material term of

In addition, either party may terminate this Agreement upon thirty (30) days’

to

-1-

at

banners

on

name

brand

Clayton

the

display

1.4

agrees

Endorsee

2.6

publication.

and will notify Clayton of interviews and articles and expected dates of

Endorsee agrees to promote Clayton in interviews, articles social media outlets

2.5

A.

C.

BAND NAME

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

YOUR NAME

for the band

Endorsee is a musician which plays under the name \_\_\_\_\_\_\_\_\_\_\_

B.

guitar pick website, providing goods and services.

Clayton owns and operates a guitar manufacturing plant and an online custom imprinted

Clayton desires Endorsee to use and publicize Clayton’s products in connection with

**WHEREAS:**

“Endorsee”).

ENTER YOUR FULL NAME AND MAILING ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereafter referred to as

known as “steveclayton.com,” and “claytoncustom.com” and hereafter referred to as “Clayton”) and

by and between Steve Clayton, Inc. of 201 Rogue River Parkway, Talent, Oregon 97540 USA (also

MONTH, DAY, YEAR

THIS ENDORSEMENT TERMS AGREEMENT (“Agreement”) effective as of \_\_\_\_\_\_\_\_\_\_\_\_

The Term of this Agreement shall begin on the date hereof and shall continue

the other party thirty (30) days’ written notice of termination.

Either party may terminate this Agreement at any time without cause by giving

1.3

party at least thirty (30) days prior to the expiration of the original Term.

unless otherwise terminated by either party upon written notice given to the other

This Agreement will automatically renew for an additional six (6) month period

1.2

and 1.4 hereof.

until the earlier of (I) twelve months or (ii) termination pursuant to Sections 1.3

**ENDORSEMENT TERMS AGREEMENT**

1.1

TERM.

1.

contained in this Agreement, Clayton and Endorsee agree as follows:

NOW, THEREFORE, in consideration of the forgoing recitals and the terms and conditions

connection with such an endorsement.

BAND NAME

Endorsee’s work with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Endorsee desires to work with Clayton in

prices on all custom guitar pick orders. The Clayton name will be incorporated

4.2

sole discretion.

or approved in advance by Clayton and approval may be withheld at Clayton’s

Any and all information used by Endorsee concerning Clayton must be provided

4.1

PUBLICITY AND INFORMATION

4.

into all custom picks that the Endorsee receives a discount on.

Any and all information used by Clayton concerning Endorsee or Endorsee’s

Clayton will offer Endorsee a twenty-five-percent (25%) discount from retail

3.6

is archived as a “Prior Featured Artist” on the Clayton website.

information for the Term of this Agreement and any extension. While Endorsee

Artist” under a “Prior Featured Artists” section of the website and will retain the

Clayton agrees to archive the information and pictures from “Current Featured

3.5

and affairs of the other shall remain confidential and may only be disclosed to

-2-

information required to be disclosed.

obtain reliable assurances that confidential treatment will be accorded to such

advance of

its disclosure as is practicable and all best efforts will be made to

written notice of the information to be so disclosed shall be given as far in

any legal or regulatory authority, provided, however, that in such an event,

professional representatives and/or advisors or as may be required by law or by

Both parties agree that any and all information received concerning the business

4.4

deemed of “questionable nature.”

Both parties specifically reserve the right to refuse any information which may be

4.3

Endorsee and approval may be withheld at Endorsee’s sole discretion.

BAND NAME

band, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ must be provided by and/or approved in advance by

If chosen to be a “featured artist” on the Clayton website, Endorsee will provide

BAND NAME

advertising Endorsee and Endorsee’s group, \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Clayton shall give to Endorsee Clayton’s reasonable assistance in displaying and

3.1

CLAYTON’S OBLIGATIONS

3.

prominently displayed.

information and photos of himself and his group with a Clayton guitar pick

3.2

2.8

to the terms of this Agreement.

side and the Clayton logo on the other and will be provided to Endorsee pursuant

BAND NAME

BAND NAME

featuring \_\_\_\_\_\_\_\_\_\_\_\_\_. These picks will have the \_\_\_\_\_\_\_\_\_\_\_ logo on one

Endorsee agrees to give away Clayton guitar picks at events and concerts

2.7

3.4

primarily as give-away items per Section 2.7 of this Agreement.

“Current Featured Artist” on the Clayton website. The guitar picks are to be used

BAND NAME

with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ logo and Clayton logo if the artist is selected as a

Clayton will provide Endorsee seven hundred fifty (750) free custom guitar picks

3.5

have come into their product line for comment and review by Endorsee.

Clayton may periodically send Endorsee free product samples of new items that

concerts/events. Clayton will provide this banner if necessary.

product lines.

stickers, etc. as well as free product samples of new items in the Clayton main

Clayton may periodically send Endorsee promotional material such as Tee-Shirts,

3.3

on all Clayton basic stock items.

Clayton agrees to offer Endorsee a fifty-percent (50%) discount from retail prices

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to become

7.5

For the convenience of the parties, this Agreement may be executed in multiple

counterparts,

each

of

which

shall

constitute

a

complete

original

of

this

Agreement, which may be introduced in evidence or used for any other purpose

without the production of any other counterparts.

this Agreement.

effective as of the day and year first above written.

YOUR NAME

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Steve Clayton, Inc.**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

-3-

consent of the other. No permitted assignment shall relieve a party of its

INTELLECTUAL PROPERTY

Clayton grants Endorsee a non-exclusive and worldwide license to display the

Clayton brand merchandise, website features and related content during the Term solely

for the purposes set out in this Agreement and in accordance with Section 4 of this

Agreement. All intellectual property rights and any goodwill arising from and out of this

Agreement shall remain the property of the benefited party.

6.

INDEMNITY

Each party to this Agreement shall fully indemnify and hold harmless the other

against any liability, damage, expense, loss, claim or cost with respect to any

breach of the other’s obligations or warranties set out in this Agreement.

7.

GENERAL

7.1

This Agreement may not be assigned by either party without the prior written

5.

obligations hereunder prior to the assignment. Any assignment in violation of

this Section 7.1 shall be void. This Agreement shall be binding upon the parties

and their respective successors and assigns.

7.2

This Agreement constitutes the entire agreement of the parties and supersede all

previous communications either written or oral between the parties with respect

to the subject matter herein and no amendment or modification shall be valid or

enforceable except by supplemental agreement in writing, executed by the parties

hereto or the party to be bound.

7.3

The law of the State of Oregon shall govern the interpretation and enforcement of

this Agreement.

7.4

The captions used in this Agreement are inserted only as a matter of convenience

and for reference and in no way define, limit or describe the scope or the intent of