

ENDORSEMENT TERMS AGREEMENT

THIS ENDORSEMENT TERMS AGREEMENT (“Agreement”) effective as of _____ by and between Steve Clayton, Inc. of 201 Rogue River Parkway, Talent, Oregon 97540 USA (also known as “steveclayton.com,” and “claytoncustom.com” and hereafter referred to as “Clayton”) and _____ hereafter referred to as “Endorsee”).

WHEREAS:

- A. Clayton owns and operates a guitar manufacturing plant and an online custom imprinted guitar pick website, providing goods and services.
- B. Endorsee is a musician which plays under the name _____ for the band _____
- C. Clayton desires Endorsee to use and publicize Clayton’s products in connection with Endorsee’s work with _____ and Endorsee desires to work with Clayton in connection with such an endorsement.

NOW, THEREFORE, in consideration of the forgoing recitals and the terms and conditions contained in this Agreement, Clayton and Endorsee agree as follows:

1. TERM.

- 1.1 The Term of this Agreement shall begin on the date hereof and shall continue until the earlier of (I) twelve months or (ii) termination pursuant to Sections 1.3 and 1.4 hereof.
- 1.2 This Agreement will automatically terminate in twelve (12) months unless otherwise terminated earlier by either party upon written notice given to the other party at least thirty (30) days prior to the expiration of the original Term.
- 1.3 Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days’ written notice of termination.
- 1.4 In addition, either party may terminate this Agreement upon thirty (30) days’ written notice to the other, in the event the other party breaches a material term of this Agreement and fails to cure such breach within the thirty (30) day period.

2. ENDORSEE’S OBLIGATIONS

- 2.1 Throughout the Term of this Agreement, Endorsee shall prominently use, advertise and endorse Clayton products.
- 2.2 Endorsee shall give Clayton his reasonable assistance in respect to the display and advertising of the Clayton brand name.
- 2.3 Endorsee agrees to credit “Steve Clayton, Inc. Guitar Picks” in any C.D./cassette, online download discription produced during the Term of this Agreement.
- 2.4 Endorsee will arrange to add his endorsement of Clayton to the _____ website and include a link to steveclayton.com.
- 2.5 Endorsee agrees to promote Clayton in interviews, articles social media outlets and will notify Clayton of interviews and articles and expected dates of publication.
- 2.6 Endorsee agrees to display the Clayton brand name on banners at

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

- 2.7 Endorsee agrees to give away Clayton guitar picks at events and concerts featuring _____. These picks will have the _____ logo on one side and the Clayton logo on the other and will be provided to Endorsee pursuant to the terms of this Agreement.
- 2.8 If chosen to be a “featured artist” on the Clayton website, Endorsee will provide information and photos of themselves and their group with a Clayton guitar pick prominently displayed.
- 2.9 Endorsee must place a minimum of 1 order with Clayton Customs every calendar year to maintain endorsement.

3. CLAYTON’S OBLIGATIONS

- 3.1 Clayton shall give to Endorsee Clayton’s reasonable assistance in displaying and advertising Endorsee and Endorsee’s group, _____.
- 3.2 Clayton agrees to offer Endorsee a **forty-percent (40%)** discount from retail prices on all Clayton basic stock items.
- 3.3 Clayton may periodically send Endorsee promotional material such as T-Shirts, stickers, etc. as well as free product samples of new items in the Clayton main product lines.
- 3.4 Clayton may periodically send Endorsee free product samples of new items that have come into their product line for comment and review by Endorsee.
- 3.5 Clayton will provide Endorsee **five hundred (500)** free custom guitar picks with the _____ logo and Clayton logo if the artist is selected as a “Current Featured Artist” on the Clayton website. The guitar picks are to be used primarily as give-away items per Section 2.7 of this Agreement.
- 3.6 Clayton agrees to archive the information and pictures from “Current Featured Artist” under a “Prior Featured Artists” section of the website and will retain the information for the Term of this Agreement and any extension. While Endorsee is archived as a “Prior Featured Artist” on the Clayton website.
- 3.7 Clayton will offer Endorsee a **twenty-percent (20%)** discount from retail prices on all custom guitar pick orders. The Clayton name will be incorporated into all custom picks that the Endorsee receives a discount on.

4. PUBLICITY AND INFORMATION

- 4.1 Any and all information used by Endorsee concerning Clayton must be provided or approved in advance by Clayton and approval may be withheld at Clayton’s sole discretion.
- 4.2 Any and all information used by Clayton concerning Endorsee or Endorsee’s band, _____ must be provided by and/or approved in advance by Endorsee and approval may be withheld at Endorsee’s sole discretion.
- 4.3 Both parties specifically reserve the right to refuse any information which may be deemed of “questionable nature.”
- 4.4 Both parties agree that any and all information received concerning the business and affairs of the other shall remain confidential and may only be disclosed to professional representatives and/or advisors or as may be required by law or by any legal or regulatory authority, provided, however, that in such an event, written notice of the information to be so disclosed shall be given as far in advance of its disclosure as is practicable and all best efforts will be made to obtain reliable assurances that confidential treatment will be accorded to such information required to be disclosed.

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

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.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and to become effective as of the day and year first above written.

Steve Clayton, Inc.

Signature _____

Print Name _____

Title _____

Date _____

Signature _____

Print Name _____

Title _____

Date _____