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Celebrity endorsement agreement template

ACCORD OF APPROVAL THIS ACCORD (Agreement) is concluded and concluded as of March 15, 2019 (the effective date) by and among others, on the one hand, ABG-Shaq, LLC, a Delaware limited liability company (ABG) for the personal services of Shaquille O'Neal, (CELEBRITY), and, on the other hand, Papa John's Marketing Fund, Inc., a Kentucky company (PJM) and Papa John's International, Inc. (PJI) (PJM and PJI are, individually and collectively, PAPA JOHN'S). ABG and PAPA JOHN'S may then be designated individually as a Party or collectively as the Parties. WITNESSETH: CONSIDERING THAT CELEBRITY is recognized and known for his skills as an athlete, sports analyst and celebrity personality; WHEREAS ABG, as a successor in the interest of CELEBRITY, is the exclusive worldwide holder of the rights to certain rights to the name, image and services of CELEBRITY, and has the power to exploit those rights; WHEREAS the PJMF is a company that pays for the national marketing of PJI and is authorized to use and sublicense its intellectual property; WHEREAS, PAPA JOHN'S desires to acquire the right to use the celebrity endorsement (as defined below) in the advertising, promotion and sale of PAPA JOHN'S Products (defined below) and ABG undertakes to grant these rights to PAPA JOHN'S and to provide THE services of CELEBRITY, all subject to the terms of this agreement; Therefore, in light of the mutual covenants contained in this section and other valid and valid considerations, the receipt and adequacy of which are heres not to be recognized, the parties hereafter agree: 1. Definitions. As used in this case, the following terms are defined as: A. Celebrity Endorsement means the right to use, subject to the provisions below, THE name of CELEBRITY (including variations and derivations of the same), nickname, initials, autographs, voice, video or film representations, facsimile signature, photography, commercial name, resemblance and image or facsimile, or means of approval (not counting video) (individually and collectively), personality rights), in each case, only approved (as defined below) by ABG, in connection with the advertising, promotion and sale of products. B. The contract year refers to the period beginning on the effective date and ending on the eve of the first anniversary of the effective date, and each successive period of twelve (12) months thereafter during the duration of this agreement. C. Competitive products must be pizzas primarily for home delivery or home delivery and prepared on-premises pizza restaurant, including, but not limited to, take-out and cook pizza outlets, restaurants where pizza is the main food offering and/or frozen pizzas sold in grocery stores or retail stores for home preparation. D. Products means pizza, papa JOHN'S brand bread side and, subject to ABG's approval in for example, piadinas and desserts (excluding pastries, doughnuts, coffee and coffee products, energy drinks, hydrated frozen ice bars, energy frozen ice bars and recovery frozen ice bars), in each case produced and sold by PAPA JOHN'S. E. Territory means worldwide. 2. Term. Unless it is terminated earlier in accordance with existing provisions, the initial term of this agreement (term) is the effective date until March 15, 2022. The agreement may be extended by one (1) year on the basis of the mutual agreement of the parties in writing, being precisely understood that the services to be performed by CELEBRITY (on behalf of ABG) and the remuneration to ABG under the same thing must be negotiated in good faith. 3. Granting approval. A. Given the compensation payable to ABG under the presentations and subject to the conditions and limitations contained in this report, ABG grants PAPA JOHN'S non-transferable, non-assignable, non-eligible and indivisible rights and licence only for the duration of the Agreement and within the territory to use celebrity approval, in each case, subject to ABG's approval (as defined below). It is understood that PAPA JOHN'S should not use the celebrity endorsement for other purposes or in relation to other elements unless this is expressly permitted in the herein. Subject to the conditions contained in this article, PAPA JOHN'S and ABG agree and acknowledge that, during the duration of this agreement and for one (1) year thereafter, ABG is prohibited from granting rights for CELEBRITY identical or similar to the rights granted to PAPA JOHN'S below to any entity other than PAPA JOHN'S for the purpose of directly promoting, advertising, making an appearance on behalf of or approving competitive products; however, provided that, if the agreement is terminated in accordance with Article 7.B. of this agreement, the above prohibition is for six (6) months, except that the above prohibition does not apply (or ceases immediately to apply, if applicable) in the event of one or more of the following: (i) the Agreement is terminated due to PAPA JOHN'S failure to pay any money under this agreement to ABG, as stated here, (ii) the Agreement is terminated due to PAPA JOHN'S failure to grant, to issue or cause the acquisition of any of the IRPs (as defined below) under this agreement, as stated in the following, (iii) PAPA JOHN'S failure to pay ABG all the money under Section 7.D.a. or Article 7.D.b., as stated below, or (iv) PAPA JOHN'S failure to grant, issue or cause the acquisition of any or Section 7.E.a. or Article 7.E.b. of this Agreement, as set out in this agreement. B. The parties acknowledge and agree that all documents produced by or on behalf of PAPA JOHN'S under this agreement and all elements of it, including all advertising and promotional materials, trademarks, phrases, words, writing, dialogue, adlibs, adlibs, titles or characters who join, but in all cases specifically excluding celebrity approval and personality rights (the materials), must be and remain the absolute and exclusive property of PAPA JOHN'S. Neither CELEBRITY nor ABG have any right, title or interest, and agree that neither will claim any, in or for materials. Unless otherwise stated above, all results of ABG's provision of celebrity's services below, including, but not limited to, materials (but in all cases specifically excluding celebrity approval and personality rights), will be considered a work made for rental under the provisions of the U.S. Copyright Act (17 U.S.C. Sec. 101) and will be owned by PAPA JOHN'S for all intents and purposes. If the documents created under this agreement are not legally capable of being a work made for rent under applicable copyright laws, then any right, title, and interest in these materials is hereafter attributed to Papa John and CELEBRITY or ABG will execute all documents compatible with necessary to perfect such an assignment. C. The Parties recognize that PAPA JOHN'S has no right, title or interest, and PAPA JOHN'S heresy agrees that PAPA JOHN'S will not claim any, in or for celebrity approval, personality rights, or any of the other intellectual property rights of CELEBRITY or ABG. PAPA JOHN'S hereby acknowledges that PAPA JOHN'S exercise of celebrity approval (including, without limitation, all uses of personality rights) and any goodwill that is attached or may attach to the above should only be for the benefit of ABG. D. Approval standard. For the purposes of the draft agreement, approval (and all grammatical variations of the agreement, e.g., approving, approving, etc.) must be defined as ABG's prior written approval, which may be given or retained within ABG's discretion alone. ABG has the right to approve all uses of celebrity approval and personality rights, whether by PAPA JOHN'S or one of its approved designees (including, without limitation, the use of personality rights in relation to all products and materials. PAPA JOHN'S heresafter agrees that: (A) no material may be published or publicly presented, in any way, unless ABG has approved the same thing, (B) all materials must be reseeded for approval each time a revision is made incorporating amendments, and (C) ABG's approval of materials is expressly limited to the approval of the use of the personality rights contained in them, and that, to the extent that any third-party-owned material (e.g., logos, music, etc.) (Third-party documents) are incorporated, PAPA JOHN'S is solely responsible for identifying these third-party documents and obtaining an appropriate license from the owner of these third-party documents in order to obtain all applicable rights to use and operate these third-party documents. 1. General. ABG must respond to each request for approval from PAPA JOHN'S (First Application) within three (3) days of ABG receiving this application (Approval Window); however, ABG's silence or failure to respond to the first request before the approval window expires is considered ABG's disapproval of the documents contained in the first application for approval. In the event that ABG is silent on or failing to comply with the first application before the approval window expires, then Papa JOHN's has the right to submit a second (2nd) application for approval of the same documents included in the first application (second application), with a copy of the documents and the application to ABG's legal department (using the coordinates set out in Section 12.F). In the event that ABG is silent on the second application within three (3) days of receipt, ABG's silence on the second application or its failure to respond to it is considered to be the approval of the documents by ABG included in the second application. PAPA JOHN'S hereby recognizes that ABG's approval of a particular material for specific purposes should only be considered an approval for that purpose. PAPA JOHN'S is required to resubmit any previously approved material to the extent that PAPA JOHN'S wishes to use the same for other purposes. PAPA JOHN'S herein acknowledges that, in the event that PAPA JOHN'S does not obtain ABG's consent or approval for any act or omission requiring such consent or approval (e.g., use of celebrity approval or personality rights, etc.), the same is considered a non-curable violation of this legal agreement, but not requiring, that ABG immediately terminate this agreement. In the event that ABG expressly disapproves of all documents that are submitted by PAPA JOHN'S for approval of ABG below, ABG must provide PAPA JOHN'S with a reason for this disapproval. 2. Advertising and Promotion. PAPA JOHN'S must create and submit to ABG, by email (as specified by ABG) the concept (e.g., story boards, models, etc.) (Concept) for each of PAPA JOHN'S advertising, marketing and promotion efforts using one or the other of the personality rights for the sale of products (each, an advertisement). After approval of this concept, and before the public exhibition of any advertising, PAPA JOHN'S must create and submit to ABG, by e-mail (as specified by ABG), the completed advertising intended for public exhibition. After the approval of this advertisement, papa JOHN'S is authorized to publicly expose the same thing, through these channels (e.g., broadcasting television, Internet, radio) approved by ABG, in each case, subject to agreement. 3. Legal lines. At ABG's reasonable request, the use of personality rights must provide appropriate copyright, trademark and credit advice, as provided by ABG (Legal Lines), or directly on or on stickers or labels affixed to this placement, such an placement must be unanimously approved by the Parties. 4. PAPA JOHN'S shall not either, or through its agents or representatives indirectly, make, transmit, distribute or disseminate information or statements to the press regarding ABG, CELEBRITY, Celebrity's Endorsement of PAPA JOHN'S Products and/or matters relating to or arising from this agreement (each a press release). In the event that PAPA JOHN'S wishes to issue a press release, PAPA JOHN'S will submit the same thing to ABG for approval. If ABG did not respond in writing before an approval window expired, the submission is considered disapproved. ABG has the right, but not the obligation, to include PAPA JOHN'S, Celebrity's Endorsement of PAPA JOHN'S Products, and the existence of a partnership between ABG and PAPA JOHN'S in relation to CELEBRITY in the press releases, subject to the approval of PAPA JOHN, this approval should not be unreasonably denied. 5. Brand restrictions. PAPA JOHN'S must not, during the term of office or at any time thereafter: (i) defame or denigrate CELEBRITY or personality rights (or any part of it), nor papa JOHN'S place the CELEBRITY or personality rights (or any part of it) in a negative light, whether as part of this agreement or otherwise, or (ii) use personality rights (or any part of it) in association with, nor does papa JOHN'S associate CELEBRITY with any of the following: (A) alcohol, medications (including, without limitation, both prescription and over-the-counter) or other supplements; B) death; (c) pornography or other adult only or sexually explicit activities; (D) massage parlors, prostitution or any dating or escorting activity; E) weapons or ammunition; (F) denigration or discrimination against persons on the basis of race, national origin, sex, religion, disability, ethnic origin, sexual orientation, identity or age of gender; (G) incontinence; (H) weight loss/gain; (I) medical conditions (including, without limitation, hair loss); or (J) campaigns or political causes. 6. Application of celebrity approval and personality rights. ABG has the exclusive right, at the sole cost and expense of ABG (excluding the fees and external costs of PAPA JOHN'S lawyers) and exercisable at ABG's sole discretion, to institute in its own name and to control, with the lawyer of its choice, all claims, lawsuits and/or actions against third parties relating to personality rights, and other property rights in and of the same (claim of infringement), and ABG has the right to receive and retain all amounts awarded, if any, in the form of damages, or other claims. PAPA JOHN'S must help ABG ensure that third parties do not unlawfully infringe on personality rights. PAPA JOHN'S will promptly notify ABG of such violations that PAPA JOHN'S is aware of. PAPA JOHN'S will not take any action or in connection with any infringement claim, other than notifying ABG of the same thing, and cooperating with ABG, in accordance with this section. PAPA JOHN'S hereby acknowledges that: (i) ABG and CELEBRITY have no obligation to take action in relation to an infringement claim, and (ii) ABG and CELEBRITY must not incur any liability due to: (A) the omission or refusal of ABG or celebrity to take such action against an infringement claim, or (B) any settlement relating to any infringement claim to which ABG or CELEBRITY 7. No attack. PAPA JOHN'S shall not, during the term of office or at any time thereafter, attack or challenge or assist a third party in the context of an attack or challenge, a right, title or interest of ABG in and of any personality rights (including, without limitation, copyright, trademarks and/or patents), whether through: (i) an application and/or opposition against any intellectual property rights relating to personality rights, (ii) the adoption and/or application and/or registration of any intellectual property rights (including, without limitation, domain names, business names and social media accounts) that are confusingly similar to, dilute, or infringe, either of the personality rights, or (iii) any trial, annulment or action, or otherwise. PAPA JOHN'S shall not represent in any filing, presentation, document or other statement, whether written or verbal, that PAPA JOHN'S or any third party is the owner of the personality rights, and PAPA JOHN'S shall not use or display any of these documents unless expressly permitted in this case. 4. Services. In order to facilitate PAPA JOHN'S use of the law and license to the celebrity endorsement of the products as provided in this, in each contractual year during the duration of the agreement, subject to CELEBRITY's previous personal and professional obligations, and subject to acceptable reasonable advance planning for ABG and CELEBRITY and confirmation of planning dates, times and locations, and subject to Article 5(C) below, ABG agrees to ensure that CELEBRITY provides the following services (Services). ABG must require CELEBRITY to provide the Services in a professional manner, subject to the terms of this agreement. A. At least eight (8) days of service, including, but not limited to: 1. Production days. Up to four (4) production days (defined as a maximum of eight (8) consecutive hours each), with the creative agency of PAPA JOHN. 2. Personal appearances. CELEBRITY must appear at least (each of the following hours not to exceed six (6) consecutive hours): (A) (1) day of engagement with franchisees and team members at the company-wide event. B) One (1) day of visiting Papa John's Pizza stores, the date and locations that will be agreed upon by the Parties; and (C) One (1) day at a community event, date and venue that must be unanimous among the Parties. PAPA JOHN'S and ABG must make reasonable efforts to set the dates, times and locations of Service Days to meet the reasonable needs of PAPA JOHN'S while not unreasonably in conflict with other commitments previously provided by CELEBRITY. PAPA JOHN'S understands that if service days are requested below, these days of service may be coordinated with similar services for others entitled to use CELEBRITY's personal services (e.g., if service days include trips to Las Vegas, Nevada, CELEBRITY and/or ABG may coordinate these days of service that will be performed on a previously scheduled trip to Las Vegas, Nevada). PAPA JOHN'S must provide local hairstyles, makeup and/or wardrobe stylists for CELEBRITY as part of all the service days below, provided that each of these stylists, and all wardrobe selections, must be pre-approved by CELEBRITY in its sole absolute discretion. The schedule allocated to Article 4(A) above for all days of service is exclusive to travel time, but includes time spent on make-up, wardrobe and reasonable breaks. B. Social media posts. ABG must require CELEBRITY to post on each of CELEBRITY's Instagrams (the page on www.instagram.com/shaq and personality's Instagram account (@shaq)), Twitter (the www.twitter.com/shaq page and Celebrity's Twitter account (@shaq)) and Facebook (the page located at www.facebook.com/shaq) at least one message (1) per month promoting John's Dad products. Each position must be created by PAPA JOHN'S, but subject to ABG's approval in each instance. PAPA JOHN'S must provide ABG and CELEBRITY with all appropriate and necessary terms, in accordance with all Federal Trade Commission (FTC) standards and requirements to be included in each position (each has or the Disclosure Required) which must clearly and ostensibly disclose to the public that ABG and/or CELEBRITY has been paid by PAPA JOHN'S in these positions. Despite all the contrary contained in the draft agreement, PAPA JOHN'S is solely responsible for ensuring that all required disclosures comply with all applicable laws, rules, regulations and guidelines, including, without limitation, the Guides regarding the use of endorsements and testimonials in advertising and papa JOHN'S will compensate, defend and retain non-existent Parties compensated abg (as defined below) of any liability arising from the same liability, unless ABG or CELEBRITY substantially alters the required disclosure provided by PAPA JOHN'S (i.e. if the required disclosure provided by PAPA JOHN'S complied with all laws, rules, regulations and guidelines and that ABG or CELEBRITY's amendment of the required disclosure results in such disclosure required to not comply with all applicable laws, regulations and guidelines, and ABG or CELEBRITY's amendment of the required disclosure ensures that the required disclosure of PAPA JOHN'S does not comply with all applicable laws, regulations and guidelines, and that ABG or CELEBRITY's amendment of the required disclosure results in such disclosure required to breach all applicable laws, regulations and guidelines, and that the disclosure change required by PAPA JOHN'S results in non-compliance with all applicable laws, regulations and guidelines, as well as the amendment of disclosure required by PAPA JOHN'S, rules, regulations and guidelines). 1. Affiliate announcement. For the announcement of the affiliation between Papa John's and CELEBRITY, ABG must require CELEBRITY to provide public relations to businesses and consumer consumers including the following, all of which must be submitted for ABG approval: (A) Two (2) television programs and three (3) print or online interviews in New York; (B) Two (2) approved photos for release (one at Papa John's Pizza restaurant; one making pizza with CEO Steve Ritchie); (C) A (1) social media message; (D) Quote for press release; (E) Business leader; and two. During each contract year during the period, ABG must induce CELEBRITY to make itself available for a total of sixty (60) minutes of interview time promoting Papa John's, subject to CELEBRITY's previous personal and professional obligations, and subject to reasonably acceptable advance planning for ABG and CELEBRITY. At the reasonable request of PAPA JOHN, (i) interviews may be divided into smaller increments (e.g., five or ten minutes each), and (ii) ABG will involve CELEBRITY in media and message training prior to each

