This RESTAURANT TRADEMARK LICENSE AGREEMENT, herein referred to as the “Agreement*”* is made and duly executed this [SPECIFY DATE] by and between:

[SPECIFY COMPLETE NAME OF THE LICENSOR] a [SPECIFY TYPE OF BUSINESS STRUCTURE (Ex. Corporation, Partnership, and etc.)] registered under the laws of [SPECIFY STATE] and located at [SPECIFY PRINCIPAL PLACE OF BUSINESS], herein referred to as the “Licensor”

AND

[SPECIFY COMPLETE NAME OF THE LICENSEE] a [SPECIFY TYPE OF BUSINESS STRUCTURE (Ex. Corporation, Partnership, and etc.)] registered under the laws of [SPECIFY STATE] and located at [SPECIFY PRINCIPAL PLACE OF BUSINESS], herein referred to as the “Licensee”

This Trademark License Agreement shall be referred to as the “Agreement”. The Licensor and the Licensee are herein collectively designated as “Parties”, and individually as “Party”.

**RECITALS**

WHEREAS, the undersigned Licensor is a [SPECIFY TYPE OF BUSINESS STRUCTURE (Ex. Corporation, Partnership, and etc.)] which exclusively owns specified trademarks and other analogous service marks with respect to the operation of restaurant [SPECIFY THE TYPE OF LICENSING THAT THE LICENSOR IS ENGAGED IN];

WHEREAS, the undersigned Licensee conveys its intention and decision to request a grant of license from the undersigned Licensor specifically the [SPECIFY THE TYPE OF LICENSED MARKS].

WHEREAS, the undersigned parties fully understand and agree to be bound by the terms and conditions of this Agreement in order to uphold their business interest and preserve the integrity of their intellectual properties.

WHEREAS, [SPECIFY ADDITIONAL WHEREAS CLAUSES PERTAINING TO TRADEMARK LICENSE];

WHEREAS, [SPECIFY ADDITIONAL WHEREAS CLAUSES PERTAINING TO TRADEMARK LICENSE];

NOW, THEREFORE, in consideration of the preceding mutual declarations and conveyance of the undersigned party’s intention to enter into a covenant, the agreed terms and conditions are set forth in this Agreement:

[4412 Roosevelt Street, San Francisco, CA 94114]

[+1 415 359 1127 | hello@gourmet.com]

[gourmet.com]

**DEFINITION OF TERMS**

1. This Agreement embodies specified terms and concepts with legal and technical descriptions:
* [SPECIFY TERM (ex.Trademark, license mark, territorial jurisdiction juridical person, and etc.)] means as [SPECIFY DEFINITION], as specified under this Agreement;
* [SPECIFY TERM (ex.Trademark, license mark, territorial jurisdiction juridical person, and etc.)] means as [SPECIFY DEFINITION], as specified under this Agreement;
1. This Agreement primarily covers the following sections:
* [SPECIFY THE GENERAL COVERAGE OF THIS AGREEMENT];
* [SPECIFY THE GENERAL COVERAGE OF THIS AGREEMENT];
1. In line with the preceding section, the Agreement does not deal with the following:
* [SPECIFY THE AGREED EXCLUSIONS OF THIS AGREEMENT];
* [SPECIFY THE AGREED EXCLUSIONS OF THIS AGREEMENT];

**GRANT OF LICENSE**

* + - 1. The undersigned Licensor voluntarily grants a [SPECIFY THE NATURE OF THE LICENSE GRANTED (ex. Exclusive or nonexclusive, absolute/limited and etc.)] to the Licensee for a period of [SPECIFY THE TERM OF THIS AGREEMENT].
			2. In consideration to the grant of licence by the Licensor to the Licensee, the latter commits to pay [SPECIFY AMOUNT $xxxxxxxxxxxx] in accord with the undersigned parties’ agreed payment terms. The said payment terms are as follows:

|  |
| --- |
| **PAYMENT TERMS** |
| **TOTAL CONSIDERATION** |  |
| **MONTHLY RATE** |  |
| **PAYMENT FREQUENCY** |  |
| **DATE OF PAYMENT**  |  |
| **ACCEPTED MODE OF PAYMENTS**  |  |

A copy of the agreed payment schedule is duly attached to this Agreement.

* + - 1. The Licensor legally grants the license to the Licensee, provided that the latter may exercise the same within the territorial jurisdiction of [SPECIFY STATE].
			2. Under the terms of this Agreement, the Licensee is bound to make use of the [SPECIFIC SUBJECT MATTER OF THE LICENSE] in accordance with the following purposes:
* [SPECIFY THE AGREED PURPOSES OF THE STIPULATED AGREEMENT (provide the specified and acceptable terms of usage of the trademark license)];
* [SPECIFY THE AGREED PURPOSES OF THE STIPULATED AGREEMENT (provide the specified and acceptable terms of usage of the trademark license)];
	+ - 1. The Licensee is entitled and authorized to conduct and engage with the following activities and business transaction with respect to the use of the licensed marks:
* SPECIFY THE RIGHTS OF THE LICENSEE AS STIPULATED BY THIS AGREEMENT (ex. The right to make display the licensed marks in the designated advertising websites and other marketing materials of the licensee)];
* [SPECIFY THE RIGHTS OF THE LICENSEE AS STIPULATED BY THIS AGREEMENT (ex. The right to make display the licensed marks in the designated advertising websites and other marketing materials of the licensee)];
1. Notwithstanding the foregoing list of entitlements, the Licensee is prohibited from using the licensed marks other than the specified and agreed purposes, including but not limited to the following:
* [SPECIFY PROHIBIT ACTS (ex. Using the licensed marks for services other than the licensed services and other related activities)];
* [SPECIFY PROHIBIT ACTS (ex. Using the licensed marks for services other than the licensed services and other related activities)];
1. Under the terms and conditions of this Agreement, the Licensee is bound to maintain and enforce any and all necessary means to maintain, monitor, and control the quality of the licensed marks. Other than that, Licensee is bound to comply and suffice the following duties and obligations:
* [SPECIFY THE DUTIES AND OBLIGATIONS OF THE LICENSEE (ex. Duty to protect and preserve the integrity and good condition of the licensed marks, the duty to comply with all the legal requirements and policies sanctioned by the laws of [SPECIFY STATE] pertaining to trademarks, as well as international conventions];
* [SPECIFY THE DUTIES AND OBLIGATIONS OF THE LICENSEE (ex. Duty to protect and preserve the integrity and good condition of the licensed marks, the duty to comply with all the legal requirements and policies sanctioned by the laws of [SPECIFY STATE] pertaining to trademarks, as well as international conventions];
1. In line with the preceding section, the Licensor fully understands and agrees to comply with the following duties and obligations:
* [SPECIFY THE DUTIES AND OBLIGATIONS OF THE LICENSOR (ex. To provide the necessary training materials, manuals, resources, and help the Licensee understand the appropriate standard and protocols)];
* [SPECIFY THE DUTIES AND OBLIGATIONS OF THE LICENSOR (ex. To provide the necessary training materials, manuals, resources, and help the Licensee understand the appropriate standard and protocols)];

**MANAGEMENT, PROTECTION, AND LIABILITY**

1. Nothing in this Agreement shall be construed as granting and giving the Licensee the ownership over the subject licensed marks. The undersigned parties fully understand and affirm that the use of such licensed marks shall accrue to the benefit and advantage of the Licensor.
2. In line with the preceding section, the Licensee cannot question or in any manner contest the ownership of the Licensor over the licensed marks.
3. The Licensee is duty bound to exercise due diligence in using the licensed marks so as not to unduly impair them and to protect the goodwill of the Licensor’s business. The former must adopt a systematic and conducive management approach, as specified under the terms of this Agreement. The management plan is as follows:

[SPECIFY THE AGREED MANAGEMENT PLAN]

1. The Licensor does not provide any warranties and representations in relation to the licensed marks, including but not limited to the following list of warranties and representations:
* [SPECIFY LIST OF WARRANTIES AND REPRESENTATIONS];
* [SPECIFY LIST OF WARRANTIES AND REPRESENTATIONS];

 This Agreement shall consider said licensed marks for use “AS IS”.

**CONFIDENTIALITY**

In the course of the operation of this Agreement, the Licensor fully understands that the Licensee may be exposed to some of the former’s confidential documents and resources. In connection to this, this Agreement mandates the Licensee to preserve the integrity of such confidential information by not engaging in transactions and engagements that will result to the disclosure of such information to unauthorized third persons.

Notwithstanding such rule, the undersigned Licensor agreed that the following list of employees of the Licensee shall be given authority to access such information:

1. [SPECIFY THE LIST OF AUTHORIZED PERSONS/EMPLOYEES (director, executive manager, managers, supervisor, and other authorized employees];
2. [SPECIFY THE LIST OF AUTHORIZED PERSONS/EMPLOYEES (director, executive manager, managers, supervisor, and other authorized employees];

**TERM OF THE AGREEMENT**

* + - 1. The operation of this Agreement shall commence on [SPECIFY PERIOD] and shall duly terminate on [SPECIFY PERIOD].
			2. In line with the preceding section, the undersigned parties are not precluded from renewing or extending the terms of this Agreement, provided that the following conditions are complied with:
* [SPECIFY CONDITIONS FOR A VALID EXTENSION AND/OR RENEWAL (ex. Period, form, documents required, and etc.)]
* [SPECIFY CONDITIONS FOR A VALID EXTENSION AND/OR RENEWAL (ex. Period, form, documents required, and etc.)]
1. Notwithstanding the termination of this Agreement, the Licensee shall uphold and continue to comply with the foregoing non confidentiality and disclosure clauses regardless of the termination of this Agreement.

**BREACH OF THE AGREEMENT**

In the event that any of the undersigned parties either deliberately or negligently fails to comply with the stipulated terms, conditions, and obligations under this Agreement, the guilty party must duly indemnify the innocent party for the damages incurred. This is without prejudice to the innocent party's right to seek legal recourse and remedies, including but not limited to the following:

1. [SPECIFY LEGAL REMEDIES THAT THE PARTY MAY SEEK BEFORE A COMPETENT COURT];
2. [SPECIFY LEGAL REMEDIES THAT THE PARTY MAY SEEK BEFORE A COMPETENT COURT];

**OTHER RELEVANT PROVISIONS**

* + - 1. **GROUNDS FOR TERMINATION**

Notwithstanding the agreed terms with respect to the operation of this Agreement, any of the undersigned parties may move for the immediate termination of this Agreement in the event that any of the following grounds occur:

* [SPECIFY THE GROUNDS FOR TERMINATION];
* [SPECIFY THE GROUNDS FOR TERMINATION];
	+ - 1. **ENTIRE AGREEMENT**

This Agreement expressly supersedes the prior agreements made by the undersigned parties that runs afoul with the present terms and conditions stipulated in this Agreement.

1. **GOVERNING LAW AND ARBITRATION**

The governing law of this Agreement, as agreed by the undersigned parties is [SPECIFY GOVERNING LAW]. In the event that a dispute between the parties arises during the effectivity of this Agreement, they agree to submit themselves to an arbitration process, as an alternative dispute resolution mechanism. The relevant processes and procedures involved are as follows:

* [SPECIFY THE ARBITRATION PROCESS [ex. Manner and procedures as per the selection of arbitrators, governing rules, relevant periods, documentary requirements, legal representation, and etc.)];
* [SPECIFY THE ARBITRATION PROCESS [ex. Manner and procedures as per the selection of arbitrators, governing rules, relevant periods, documentary requirements, legal representation, and etc.)];

**IN WITNESS WHEREOF,** the undersigned parties commit to bound themselves to comply with preceding Agreement in its entirety. The respective authorized representatives of the parties affix their signatures.

[SPECIFY FULL NAME OF LICENSOR’S AUTHORIZED REPRESENTATIVE]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

[SPECIFY COMPANY NAME]

[SPECIFY FULL NAME OF LICENSOR’S LAWYER]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

SPECIFY FULL NAME OF LICENSEE’S AUTHORIZED REPRESENTATIVE]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]

[SPECIFY COMPANY NAME]

[SPECIFY FULL NAME OF LICENSEE’S LAWYER]

[PROVIDE SIGNATURE ABOVE THE PRINTED NAME]