

BRAND AUTHORIZATION LETTER

Location: _____ Reference No.: _____

Authorizer Information:

Company Name: _____

Authorized Representative: _____

Address: _____

Phone/Email: _____

Authorized Party Information:

Company/Individual Name: _____

Representative Name: _____

Address: _____

Phone/Email: _____

Brand Details:

Brand Name(s): _____

Trademark/Logo Description: _____

Product/Service Categories: _____

Clause 1 – Grant of Authorization

The Authorizer hereby grants the Authorized Party the non-exclusive, non-transferable right to use the Brand Name(s) and associated trademarks, logos, and trade dress (collectively, the “Brand”) solely within the scope and limitations set forth in this Authorization Letter.

Clause 2 – Purpose and Scope

The Authorized Party is authorized to use the Brand only for the marketing, sale, and distribution of the Products and/or Services specifically approved by the Authorizer. Any use beyond the scope outlined herein requires prior written consent.

Clause 3 – Term and Termination

This Authorization Letter shall continue in full force and effect until terminated in writing by either party. Termination shall not affect any rights or obligations accrued prior to termination.

Clause 4 – Quality Control

The Authorized Party agrees to maintain standards of quality and service consistent with the Authorizer’s requirements and applicable laws. The Authorizer reserves the right to inspect and monitor adherence to such standards at reasonable times.

Clause 5 – Intellectual Property Rights

All rights, title, and interest in and to the Brand remain exclusively with the Authorizer. Nothing in this Authorization Letter shall be construed to transfer ownership or create any interest in the Brand other than the limited authorization granted herein.

Clause 6 – Compliance with Laws

The Authorized Party agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with its use of the Brand.

Clause 7 – Indemnification

The Authorized Party shall indemnify, defend, and hold harmless the Authorizer from and against any and all claims, damages, liabilities, costs, and expenses arising out of or related to the Authorized Party's use of the Brand or breach of this Authorization Letter.

Clause 8 – Limitation of Liability

In no event shall either party be liable to the other for any consequential, incidental, special, punitive, or indirect damages arising under or related to this Authorization Letter.

Clause 9 – Confidentiality

The parties agree to keep confidential all non-public information obtained in connection with this Authorization Letter and not to disclose such information to any third party without prior written consent, except as required by law.

Clause 10 – Governing Law and Jurisdiction

This Authorization Letter shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in _____ County, _____.

Clause 11 – Entire Agreement

This Authorization Letter, together with any attachments or exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, or representations, whether oral or written.

Clause 12 – Amendments and Waivers

Any amendment or waiver of any provision of this Authorization Letter must be in writing and signed by both parties to be effective.

Clause 13 – Notices

All notices under this Authorization Letter shall be in writing and delivered by hand, certified mail, overnight courier, or electronic mail with confirmation, to the addresses set forth above or such other address as either party may designate in writing.

Clause 14 – Severability

If any provision of this Authorization Letter is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 15 – No Assignment

Neither party may assign or transfer its rights or obligations under this Authorization Letter without the prior written consent of the other party.

Clause 16 – Independent Contractors

The parties acknowledge that their relationship is that of independent contractors and nothing herein shall create a partnership, joint venture, or agency relationship.

Clause 17 – Counterparts and Electronic Signatures

This Authorization Letter may be executed in counterparts, each of which shall be deemed an original. Electronic

signatures shall be deemed valid and binding.

Clause 18 – Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to acts of God, war, terrorism, strikes, or governmental actions.

Clause 19 – No Third-Party Beneficiaries

This Authorization Letter is for the sole benefit of the parties hereto and nothing herein shall confer any rights or remedies upon any third party.

Clause 20 – Signatures

The parties have executed this Brand Authorization Letter as of the date first written above.

AUTHORIZER'S SIGNATURE

AUTHORIZED PARTY'S SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

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