

DISNEY CHARACTER LICENSING AND USAGE AGREEMENT

Location: _____ Agreement No.: _____

Licensors Information:

Full Legal Name: _____

Business Address: _____

Contact Email and Phone: _____

Licensee Information:

Full Legal Name: _____

Business Address: _____

Contact Email and Phone: _____

Licensed Characters and Properties:

List of Characters and Properties Licensed: _____

Scope of License:

Permitted Uses (e.g., merchandising, advertising): _____

Territory: _____ Duration: _____

Fees and Payment Terms:

License Fee: _____ USD

Payment Schedule and Method: _____

Section 1 – Grant of License

Licensor hereby grants to Licensee a non-exclusive, non-transferable license to use the Disney characters and properties specified above solely within the scope and territory described herein and for the duration specified. Licensee shall not use the Licensed Properties beyond the scope without prior written consent from Licensor.

Section 2 – Intellectual Property Rights

All rights, title, and interest in and to the Licensed Properties remain the sole property of Licensor. Licensee acknowledges Licensor’s ownership and agrees not to challenge or contest Licensor’s rights in any manner.

Section 3 – Quality Control

Licensee agrees to maintain high quality standards in all products, services, or advertising materials that use the Licensed Properties. Licensor shall have the right to review and approve any such materials prior to public release.

Section 4 – Royalties and Reporting

Licensee shall pay Licensor the fees and royalties as specified in this Agreement. Licensee shall provide quarterly reports detailing sales, usage, and payment calculations within 30 days after the end of each quarter.

Section 5 – Term and Termination

This Agreement shall commence upon execution and continue for the period specified above unless terminated earlier

in accordance with this Agreement. Licensor may terminate immediately upon Licensee's material breach if such breach is not cured within 30 days of notice.

Section 6 – Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor from any claims, damages, liabilities, costs, and expenses arising out of Licensee's use of the Licensed Properties, including claims of infringement or misuse.

Section 7 – Confidentiality

Both parties agree to keep confidential any proprietary information, trade secrets, or other confidential information obtained from the other party during the term of this Agreement, except as required by law.

Section 8 – Warranties and Disclaimers

Licensor makes no warranties, express or implied, regarding the Licensed Properties except for Licensor's ownership and the right to grant the license herein. Licensee accepts the Licensed Properties AS IS.

Section 9 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction of state and federal courts located in New York County, New York.

Section 10 – Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements or understandings, written or oral. No amendments or modifications shall be valid unless in writing and signed by both parties.

Section 11 – Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or certified mail, return receipt requested, to the addresses specified herein or as updated in writing.

Section 12 – Force Majeure

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, government actions, labor disputes, or acts of terrorism.

Section 13 – Assignment

Licensee shall not assign or transfer any rights or obligations under this Agreement without Licensor's prior written consent. Any unauthorized assignment shall be void.

Section 14 – Severability

If any provision of this Agreement is found invalid or unenforceable, the remainder shall remain in full force and effect and such invalid provision shall be replaced with a valid provision that most closely reflects the parties' intent.

Section 15 – Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy or preclude its further exercise.

Section 16 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts and by electronic signatures, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

LICENSOR SIGNATURE

LICENSEE SIGNATURE

Signature: _____

Signature: _____

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