

BRAND COLLABORATION PROPOSAL

Proposer / Brand Name: _____ Contact Person: _____

Location: _____ Phone / Email: _____

Introduction:

This Brand Collaboration Proposal (“Proposal”) is submitted by the Proposer to outline the terms and conditions under which the parties intend to collaborate for mutual brand promotion and marketing purposes. The Proposal sets forth the framework for a legally binding agreement, subject to negotiation and final execution of a definitive contract.

Parties Involved:

1. Proposer: The brand or entity submitting this Proposal (hereinafter “Proposer”). 2. Collaborator: The brand or individual receiving and accepting this Proposal (hereinafter “Collaborator”).

Scope of Collaboration:

The parties agree to collaborate on marketing, promotion, and co-branding activities as mutually agreed. Specific activities may include joint advertising, social media campaigns, product placements, events, and other mutually beneficial marketing efforts.

Deliverables and Responsibilities:

Each party shall be responsible for providing agreed-upon deliverables in a timely manner, including but not limited to promotional materials, content creation, and fulfillment of marketing commitments. Responsibilities will be clearly outlined in the definitive agreement.

Compensation and Financial Terms:

Any financial arrangements, including payments, revenue sharing, or reimbursements, shall be detailed in the definitive agreement. Unless otherwise agreed, each party shall bear its own costs and expenses related to the collaboration.

Intellectual Property Rights:

Each party retains ownership of its pre-existing intellectual property. Any jointly created intellectual property will be owned jointly unless otherwise agreed. Use of each party’s trademarks or logos requires prior written consent.

Confidentiality:

The parties agree to maintain the confidentiality of any non-public information exchanged during the collaboration and to use such information solely for the purposes of the collaboration.

Term and Termination:

This Proposal shall become effective upon acceptance by the Collaborator and shall continue until terminated by either party upon written notice. Termination does not affect obligations incurred prior to termination.

Representations and Warranties:

Each party represents and warrants that it has full authority to enter into this Proposal and perform its obligations. Each party shall comply with all applicable laws and regulations.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or expenses arising from breach of this Proposal or negligent acts.

Limitation of Liability:

Neither party shall be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Proposal.

Governing Law and Venue:

This Proposal and any resulting agreement shall be governed by and construed in accordance with the laws of the United States and the applicable state law. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the relevant jurisdiction.

Dispute Resolution:

The parties agree to attempt to resolve any disputes amicably through negotiation before resorting to mediation or arbitration, if applicable and agreed upon in the definitive agreement.

Entire Agreement and Amendments:

This Proposal, together with any attachments or exhibits, constitutes the entire understanding between the parties regarding the subject matter and supersedes all prior discussions. Any amendments must be in writing and signed by both parties.

Counterparts and Execution:

This Proposal may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures are binding and valid.

Signatures:

PROPOSER'S SIGNATURE

COLLABORATOR'S SIGNATURE

Signature: _____

Signature: _____

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