

# SPARES EARPLUGS – MERCHANDISER & ARTWORK LICENSE AGREEMENT

This **Merchandise & Artwork License Agreement** (“Agreement”) is entered into by and between **Yeah That Guy LLC dba Spares Earplugs** (“Spares”) and the undersigned individual (“Merchandise”). Spares and Merchandise may be referred to collectively as the “Parties.”

## 1. PURPOSE

Spares manufactures high-fidelity earplugs designed for musicians, touring personnel, and fans. This Agreement authorizes the Merchandise to act as an **independent representative** for Spares for the limited purpose of presenting, arranging, and facilitating custom-packaged product orders on behalf of touring artists, tour managers, and merchandise coordinators (“Artists”).

This Agreement also governs the legal use, licensing, and protection of any **Artwork** submitted for custom Spares packaging.

## 2. WHOLESALE PRODUCT TERMS

Each custom-packed product order includes:

- One (1) pair of stainless-steel filtered Spares Earplugs
- Four (4) interchangeable silicone ear tip sizes
- One (1) keychain carry case
- One (1) custom poly mailer featuring Artwork provided by the Artist
- **Bonus:** Orders of 500+ units include one (1) free 3-inch round sticker using customer supplied artwork

Wholesale Pricing: \$16.00 USD per unit

Minimum Order Quantity: 50 units

## 3. DELIVERY TIMELINES

### 3.1 Standard Orders (≤100 Units)

Estimated **10–15 business days** after full payment and artwork approval.

### 3.2 Bulk Orders (100–500+ Units)

Estimated **30–45 days** after full payment and artwork approval.

Actual delivery times may vary based on production scheduling, customs, shipping conditions, or global logistics factors.

### 3.3 Tour Date Alignment Option

If the Artist provides confirmed tour dates, Spares will make reasonable efforts to prioritize production and shipping with the goal of delivery prior to the first performance date.

Spares cannot guarantee specific delivery dates due to manufacturing delays, customs holds, carrier issues, or force majeure events.

## 4. MERCHANDISER COMPENSATION

### 4.1 Commission Structure

For each order successfully booked through the Merchandiser's referral:

- Merchandiser shall receive **\$2.00 per unit ordered**.
- Example: A 500-unit order yields **\$1,000.00** commission.

### 4.2 Payment Terms

Commissions are paid via ACH, PayPal, or company check within **seven (7) business days** after Spares confirms receipt of full payment from the Artist.

### 4.3 Restrictions

Merchandiser is **not authorized** to collect payments from Artists or clients under any circumstances. If merchandiser is authorized to dispense funds from artist/event's "account" then transfers will be noted as such.

## 5. SALES PROCESS

1. Merchandiser presents Spares custom earplug products to Artists, managers, and merch directors.
2. Merchandiser or Artist places order and submits payment **directly to Spares**.
3. Spares confirms the order in writing and associates it to the Merchandiser.
4. Commission is processed once Spares verifies full payment. Commission is intended for merchandiser in control of the order. If merchandiser is artist or event coordinator, merchandising company or a "specific person," it will be identified to whom commission is paid before distribution.

## 6. BRANDING & ARTWORK REQUIREMENTS

- Artwork must be supplied in 300 DPI, CMYK, print-ready format. Templates and assistance are provided.
- Spares may reject Artwork containing inappropriate, offensive, or infringing material.

## 7. INDEPENDENT CONTRACTOR STATUS

The Merchandiser is an **independent contractor**, not an employee, agent, partner, or representative of Spares.

Merchandiser has **no authority** to bind, obligate, or contract on behalf of Spares.

## 8. LIABILITY & DISCLAIMER

Spares is not liable for:

- Shipping carrier delays
- Customs or import holds

- Client-provided artwork errors
- Tour schedule changes
- Lost profits or consequential damages resulting from delayed delivery
- Medical outcomes or claims (Spares products are **not** marketed as medical devices)

## 9. TERMINATION

Either Party may terminate this Agreement at any time, with or without cause, via written notice. All earned commissions on fully paid transactions remain payable. Refunds are not made once production begins. See [www.sparesearplugs.com](http://www.sparesearplugs.com) for specific details on refund policy.

## 10. INTELLECTUAL PROPERTY & ARTWORK LICENSE

The following terms govern the submission, use, and protection of Artwork.

### 10.1 Ownership of Artwork

All Artwork submitted to Spares remains the exclusive property of the Artist or rightful copyright owner.

No rights or ownership transfer to Spares.

### 10.2 Limited License for Production

Artist grants Spares a non-exclusive, non-transferable, revocable, limited license to:

- Reproduce the Artwork **solely for manufacturing** the custom-packaged Spares order
- Use the Artwork only in the quantities ordered
- Retain production files for compliance, recordkeeping, or authenticated reorders
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No other use is permitted.

**Signature REQUIRED: This signature grants 3rd party printers to provide the agreed service to fulfill this contract:**

**Sign:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Authority Title:** \_\_\_\_\_

### 10.3 Prohibited Uses

Spares shall NOT:

- Sell any product featuring the Artwork **outside the Artist's own order**
- Produce extra units without new written approval
- Use Artwork on unrelated products
- Distribute Artwork to third parties except contracted manufacturers
- Claim partnership, endorsement, or commercial affiliation with the Artist
- Use Artwork for advertising except as allowed in Section 10.4

### 10.4 Permitted Display of Manufactured Goods

Artist grants Spares a limited right to display **photos of the completed packaged product only** for:

- Spares' corporate website
- Spares' social media
- Sales demonstrations and portfolios
- Product examples for prospective clients

Artwork will **not** be displayed out of context or in raw form.  
No endorsement or sponsorship may be implied.

### 10.5 Indemnification (Artist → Spares)

Artist and Merchandiser warrant that:

- They have lawful rights to submit the Artwork
- The Artwork does not infringe on any third-party rights

Artist agrees to **indemnify, defend, and hold harmless** Spares, its owners, staff, manufacturers, and affiliates against any claims, liabilities, damages, legal fees, or losses arising from:

- Copyright or trademark disputes
- Unauthorized or disputed Artwork submissions
- Misrepresentation by Artist, Merchandiser, or any involved party

### 10.6 Indemnification (Spares → Artist)

Spares agrees to indemnify the Artist for:

- Unauthorized production beyond order scope
- Unauthorized sale or distribution of branded product
- Use of Artwork outside the scope of this Agreement

### 10.7 Third-Party Manufacturers

Artist acknowledges Spares utilizes third-party manufacturers for production.

Spares will ensure that such manufacturers:

- Receive only the Artwork required for production
- Are contractually bound to restricted-use terms

Spares is not responsible for willful misuse by third parties acting outside of Spares' control.

## 10.8 Expiration of License

The limited license expires when:

1. The order is fulfilled and delivered, and
2. Any permitted promotional displays are completed or removed at Artist's request

Files are archived **only** for authenticated reorders.

## 10.9 Reorders

Reorders by Artist or Merchandiser are covered under this same license unless new Artwork or terms are submitted.

## 11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior oral or written communications regarding the subject matter.

## 12. ACCEPTANCE

### Merchandiser Information

Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SPARES EARPLUGS (Yeah That Guy LLC)

Authorized Signature: \_\_\_\_\_

Name: **Joe Dolan**

Title: **Managing Director**

Date: \_\_\_\_\_