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DOMAIN NAME RENTAL AGREEMENT

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]* ("Effective Date")

BETWEEN:

[Insert the name and address of the organisation renting out the domain name], ("the Owner")

AND

[Insert the name and address of the organisation renting the domain name], ("the Renter")

WHEREAS:

The owner of the Internet Domain Name Address, *[Insert the domain name]*, "the Domain Name", now wishes to allow the Renter to rent the said Domain Name.

The parties therefore agree as follows:

1. Rental Term and Fees

In consideration of a fee of *[Insert agreed fee in both numbers and words, e.g. £10,000, Ten Thousand Pounds]*, "Rental Fee" payable *[monthly/ yearly]* by the Renter, the Owner agrees to allow the Renter to rent the Domain Name, subject to a minimum rental period of *[Insert minimum rental period, e.g. 6 months]* and shall continue thereafter unless or until terminated by either party giving not less than *[Insert notice period for termination, e.g. 1-6 months]* notice in writing, such notice not to expire before the end of the initial rental period. Notwithstanding this the parties further agree that this Agreement may be terminated before the expiry of the initial rental period in accordance with clause 7 of this Agreement.

2. Payment Terms

Payment of the Rental Fee shall be in accordance with the standard payment terms of the Owner, which may be altered by the Owner at any time on giving the Renter reasonable notice.

3. Ownership

At no time during the term of this Agreement shall any rights of title or ownership in the Domain Name pass from the Owner to the Renter. Nor shall the Renter attempt at any time to register the Domain Name as a trademark, service mark or trade name in this jurisdiction or any other.

4. Domain Name Transfer/Hosting

[Please select one of the following two options -

The Owner agrees to comply without delay to any reasonable request made by the Renter once the Rental Fee has been paid to transfer the Domain Name to any domain name system server, DNS Server nominated by the Renter for the duration of this Agreement. To complete all forms, meet all requirements and to offer such reasonable assistance to enable the Domain Name to be transferred in accordance with the terms of this Agreement.

OR

The parties agree that the Domain Name will be hosted by the Owner on behalf of the Renter for the duration of this Agreement, such reasonable hosting fees and other fees to be agreed between the parties to be included in the Rental Fee.

**Sample document – the remaining are clause headings only
Full document contains all clauses**

5. Further Domain Name Use

6. Rights on Termination

7. Termination

8. Option To Purchase

9. Notice

10. Confidentiality

11. Assignment

12. Force Majeure

13. Joint Venture or Partnership

14. General

15. Jurisdiction

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

[Insert Owner's Name]

[Insert name of person signing on behalf of the Owner]

[Insert their position]

Signature: _____

[Insert Renter's Name]

[Insert name of person signing on behalf of the Renter]

[Insert their position]

Signature: _____

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