

**ATHENS CITY SCHOOLS
TRADEMARK LICENSE AGREEMENT**

THIS LICENSING AGREEMENT (the "Agreement"), made and entered as of _____, 20__, by and between ATHENS CITY BOARD OF EDUCATION (a/k/a) ATHENS CITY SCHOOLS, an instrumentality legally organized under the laws of Alabama (Licensor"), and _____ ("Licensee").

RECITALS:

A. Licensor has adopted and is using the trademarks and logos ("Licensor's Marks") attached hereto as Exhibit "A".

B. Licensee desires to use Licensor's Marks on merchandise produced, manufactured, or sold by Licensee.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and for the payment to Licensor of:

- (i) a **one-time royalty fee of Fifty and 00/100 Dollars (\$50.00) payable in advance** (although such fee may be waived by the Licensor's Superintendent where Licensee is a non-profit corporation, association, or other group that is primarily formed, organized, or operating to support the Licensor and/or the Licensor's educational mission); and
- (ii) where the Licensee has had overall gross retail sales in excess of \$500,000.00 during the twelve month period immediately preceding the date of this Agreement, a recurring annual fee of ten percent (10%) of the total amount of Licensee's gross receipts from the sales of any Licensed Merchandise (as that phrase is hereinafter defined) for any and all such sales during and after the term of this Agreement (the "Percentage Fee"),

it is agreed as follows:

1. Grant of License. The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, right and license to use Licensor's Marks on or in connection with the sale of the following merchandise: T-shirts, sweatshirts, mugs, key chains, and other agreed upon sports related apparel or merchandise ("Licensed Merchandise").

2. Ownership and Title. Licensee hereby acknowledges the validity of the Licensor's title and ownership of the Licensor's Marks and agrees not to contest or in any way dispute said title and ownership. Licensee acknowledges the existence and value of Licensor's goodwill in the Licensor's Marks and that the goodwill generated by Licensee shall inure to the

benefit of Licensor and shall be the exclusive property of Licensor, regardless of the duration of this license, or the extent of use of Licensor's Marks by Licensee.

3. Quality Control. The Licensee shall only use the Licensor's Marks in connection with the sale of Licensed Merchandise meeting the standards, specifications and qualities established by, or reasonably acceptable to, the Licensor. The Licensor shall have the right, at reasonable times, to inspect the Licensee's goods employing the Licensor's Marks to determine that they are of proper and acceptable quality. **Before initial printing of Licensor's Marks on any garment or product, Licensee shall be required to deliver a sample copy or prototype of the Licensed Merchandise to Licensor's superintendent or designee at the notice address for Licensor's prior approval. No use of Licensor's Marks or sale of Licensed Merchandise shall be made without receipt of such approval.**

4. Trademark Designation. Depictions of the Licensor's Marks that are based on trademarks or servicemarks of Athens City Schools shall be exhibited with a notification of trademark, where practical. Such notification shall consist of "TM."

5. No Agency or Endorsement. Licensee agrees that it will not state or imply that Licensee's products are endorsed, supported by, or sponsored by Licensor. Nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relationship between the parties and neither party shall hold itself out as such.

6. Indemnification and Hold Harmless Provision. Licensee shall defend, indemnify, and hold harmless Licensor, its officers, employees and agents from and against any losses and expenses (including attorneys' fees, expert witness fees, and other costs and expenses), claims, suits, or other liability, including claims based on any kind of contractual or commercial or common law liability, or any product liability, resulting from injury to or death of any person or damage to property or property rights, or to any rights arising out of or in any way connected with the use of the license granted by this Agreement relating to products manufactured or sold by Licensee or its officers, employees, or agents.

7. Termination. Licensor shall have the right to terminate this Agreement upon breach of any of its terms by Licensee, and such termination shall be effective immediately upon occurrence of the breach. Licensor may terminate the agreement immediately upon the occurrence of any of the following, including (i) the insolvency (however expressed or indicated), or bankruptcy of the Licensee; (ii) any assignments or receivership of, whether in or out of court, or any proceedings in bankruptcy or for the relief of debtors or readjustment of debts filed by or against Licensee; (iii) any use of the Licensor's Marks in a manner which does not meet the standards of the Licensor or which are unacceptable to Licensor; or (iv) upon failure of the Licensee to keep and perform any covenant herein contained. Licensor and Licensee shall have the right to terminate this Agreement at any time, with or without cause, by providing ninety (90) days' prior written notice to the other party. Upon termination, Licensee shall immediately cease all use of the Licensor's Marks and all further sale of Licensed Merchandise.

8. Term of Agreement. The initial term of this Agreement shall be for one (1) year. Thereafter, this Agreement will continue on a month-to-month basis unless terminated by either

party upon notice to the other. Upon termination, Licensee shall immediately cease all use of the Licensor's Marks and all further sale of Licensed Merchandise.

9. Infringement. Licensee agrees to inform Licensor of any known use of Licensor's Marks by any third party that is not using the Licensor's Marks under a license with the Licensor.

10. Percentage Fee. To the extent that Licensee is subject to the Percentage Fee, any such fee be due and payable to the Licensor on the twelve month anniversary of this Agreement, and subsequent payments shall be due on each succeeding twelve month anniversary.

11. Miscellaneous.

(a) Notice. Any notice permitted or required to be given shall be deemed to have been received when delivered in person or when mailed by registered first class mail return receipt requested to the address as given herein or to such address as may be designated from time to time during the term of this Agreement (the "Notice Address").

To Licensor:
Athens City Schools
455 US Highway 31 North
Athens, Alabama 35611
Attn: Superintendent

To Licensee:

- (b) Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama and applicable federal laws of the United States, and any claim or cause of action, of any nature, relating to this Agreement, shall be brought in any court of competent jurisdiction having Athens, Alabama, within its judicial circuit or district.
- (c) Non-Assignment. This agreement may not be assigned by Licensee to any person, firm, corporation, trustee, receiver or any other person capable of receiving an assignment, without the prior written consent of the Licensor.
- (d) Authority to Enter Into Agreement. Licensor and Licensee represent that the representative signing this Agreement on its behalf is duly authorized and has full authority to execute and deliver this Agreement on their behalf.

- (e) Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matters addressed herein. The Agreement supersedes all prior or contemporaneous agreements, discussions or representations, whether oral or written. This Agreement cannot be amended, except by a writing signed by all parties.

- (.t) Enforceability. If any provision of this Agreement should be held unenforceable or invalid for any reason by a court of competent jurisdiction, such provision shall be modified or deleted in such a manner as to render this Agreement, as modified, legal and enforceable to the maximum extent permitted by law.

LICENSOR:
ATHENS CITY BOARD OF EDUCATION
(a/k/a) ATHENS CITY SCHOOLS

By:

Superintendent

Date: _____

LICENSEE:

By: _____

(Signature)

Name: _____

(Print)

Its: _____
(Office or Title, if Licensee is a Business Entity)

Date: _____