

OGDEN

COMMUNITY SCHOOL DISTRICT

TRADEMARK LICENSE AGREEMENT FOR VENDORS AND PROMOTIONAL USE

This Agreement is effective this _____ day of _____, 20____ (“Effective Date”) by and between: OGDEN COMMUNITY SCHOOL DISTRICT, an Iowa school corporation (“Ogden”), located at 732 W. Division Street, Ogden, Iowa 50212, and _____, Licensee, whose address is _____.

In consideration of the promises set forth herein, the parties agree as follows:

Article I. Definitions:

For the purpose of this Agreement, the following terms shall mean:

1. Licensed Goods means the finished or unfinished items upon which the Trademarks will be attached.
2. Promotional Use means the display of Trademarks for purposed other than resale for non-school purposes.
3. Territory means the State of Iowa.
4. Trademarks mean the logo marks shown on Ogden CSD Usage & Style Guide attached to this agreement, OGDEN COMMUNITY SCHOOL DISTRICT, OGDEN BULLDOGS, OGDEN ELEMENTARY SCHOOL, HOWE ELEMENTARY SCHOOL, OGDEN MIDDLE SCHOOL and OGDEN HIGH SCHOOL used in any form or design (“Standard Character Format”), and any goodwill and rights pertinent thereto, and refer to trademarks, service marks, and trade names.

Article II. License:

1. Ogden grants to Licensee a non-exclusive, non-assignable, non-transferable license to use the Trademarks in Standard Character Format during the term of this Agreement upon the terms and conditions herein on or in connection with the Licensed Goods in the Territory, and on or in connection with the display of Trademarks for promotional uses in the Territory, Licensee shall not assign, pledge, hypothecate, or sublicense this Agreement.
2. No other right or license is granted by Ogden to Licensee to any other trademark, trade name, service mark, or other intellectual property or right possessed by Ogden Schools. Licensee shall not use the Trademarks except as specifically authorized by this Agreement.

Article III. Terms and Payment

1. Licensee shall pay to the Ogden Community School District, a fee of \$10.00 for the License. The first term of this Agreement commences on the Effective Date and concludes on the same date, five years from the Effective Date (“Anniversary Date”). The agreement may be renewed upon the consent of the parties.
2. Licensee shall pay the licensing fee to Ogden within fourteen (14) days of the Effective Date and, if renewed, each Anniversary Date thereafter.

Article IV. Marking, Quality Control, and Maintenance:

1. Licensee shall use upon or in connection with any display of a Trademark or creation of Licensed Goods a TM. Licensee shall not use any other trademark or trade name on Licensed Goods without the prior written approval of Ogden.
2. Licensee shall not depart from the form of the Trademarks set forth in Article I of this Agreement.
3. To monitor the use of its Trademarks, Ogden may require Licensee to submit for its approval, prototypes of the Promotional Uses or Licensed Goods with the Trademarks affixed thereon prior any promotional sale or prior to such sale of the Licensed Goods.
4. Licensee shall not use the Trademarks in a manner that places Ogden in a bad light, or that disparages, ridicules, or defames any person or entity, including use of parody. Ogden shall be the sole determiner of what uses violate this prohibition.
5. Licensee shall follow the Logo Usage & Style Guide issued for use of the logos and trademarks licensed by this agreement, as well as all School Board Policies related to logo use.

Article V. Validity of Rights:

1. Licensee shall not contest Ogden's ownership of the Trademarks nor any limit on Licensee's right or ability to assign any rights hereunder. Licensee shall not contest or impair these rights, or assist others to contest or impair them. This obligation shall survive any termination of this Agreement.

Article VI. Warranties, indemnification, or Limitation of Liability:

1. Ogden warrants that it has title to the Trademarks and the right to license the Trademarks.
2. Licensee warrants that it has the right to enter into this Agreement and to agree to its terms.
3. Licensee shall indemnify, hold harmless, and defend (and pay any expenses and attorney's fees in connections therewith) Ogden, and its officers, directors, agents, and employees, from all liability, loss, claims, or actions arising out of (a) any alleged libel or slander against, or invasion of, the right of privacy or publicity or any other similar right of any third party by Licensee's use of the Trademarks; and , (b) any alleged defect in any Licensed Good and any claim by a third party resulting from Licensee's breach of a term or condition of this Agreement.

Article VII. Termination

1. If either party fails to perform any obligation under this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice, if the breach remains uncured at the end of the period.
2. Ogden may, in its discretion, terminate this Agreement immediately upon written notice to Licensee and without opportunity for Licensee to cure if Licensee breaches the provisions of Article IV.
3. Upon termination of this Agreement, Licensee shall have one hundred twenty (120) days in which to sell its remaining existing inventories of Licensed Goods. This right shall not apply to Licensed Goods which Ogden deems in violation of Article IV.

4. Upon termination of this Agreement, Licensee shall have thirty (30) days in which to cease its Promotional Use. This right shall not apply to any Promotional Use which Ogden deems in violation of Article IV.

Article VIII. General:

1. Notice. Any notice by a party is sufficiently given when sent by certified mail, return receipt requested, to the notified party at its address set forth above, unless another address is substituted by written notice.
2. Choice Of Law. This Agreement shall be construed and governed by the laws of Iowa.
3. Modification. No modification of this Agreement is valid unless in writing and signed by each party.
4. Waiver. The failure to enforce any term of this Agreement by a party does not waive any other right under this Agreement or waive the right to thereafter claim damages resulting from a breach thereof.
5. Entire Agreement. This Agreement contains the entire agreement between the parties relating to its subject matter.
6. Severability. The finding by a court that a provision of this Agreement is invalid shall not invalidate the balance of this Agreement, which provisions shall continue to remain in full force and effect.

Ogden Community School District,

By _____
president of its Board of Directors

Licensee, _____

by _____

its _____

Please return this document to:

Ogden Community School District
Central Office
732 West Division St.
Ogden, IA 50212
Attn. Melissa Dunlap

