

LOGO LICENSE AGREEMENT

This License Agreement (this "Agreement") is made effective as of _____ between Hallsville School District, 421 E. Highway 124, Hallsville, MO 65255 and _____.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as "Hallsville", and the party who is receiving the right to use the licensed property will be referred to as "_____". The parties agree as follows:

1. GRANT OF LICENSE. Hallsville owns the trademarked logos, including the Indian Head and the "H" with the arrow. In accordance with this Agreement, Hallsville grants a non-assignable, non-exclusive license to sell the Hallsville trademarked logos on apparel or other items as listed on this agreement. In addition, Hallsville will identify _____ as a preferred provider for Hallsville logo'd items for use by Hallsville teams and groups. Hallsville retains title and ownership of the Hallsville logos. _____ acknowledges and agrees that it has no right, title, or interest in or to the Hallsville trademarked logos and shall make no claim to the Hallsville trademarked logos or market any items other than those pursuant to this Agreement (listed at bottom) and with the prior written consent of Hallsville.

"_____" acknowledges that Hallsville is the exclusive owner of the Hallsville trademarked logos and related intellectual property rights and all such rights shall inure to the exclusive benefit of Hallsville. "_____" shall cooperate fully and in good faith with Hallsville for the purpose of securing and preserving Hallsville's rights to the Hallsville trademarked logos and related intellectual property. All rights other than those expressly granted in this paragraph are reserved to Hallsville. "_____" acknowledges that the Hallsville trademarked logos represent the goodwill that Hallsville has earned for itself and is well recognized in the minds of the local community, and that it is of great importance to Hallsville that in the manufacture, advertising and sale of the designated items in this agreement, the high standards, reputation and image established by Hallsville as a public school district of exceptional quality.

2. PAYMENT OF ROYALTY. "_____" will pay to Hallsville a royalty which shall be calculated as follows: 12% of the proceeds of gross sales of Hallsville logo'd items at "_____." In addition, "_____" will provide preferential pricing to all Hallsville teams and groups for Hallsville trademarked logo and custom logo'd items. The royalty shall be paid Quarterly, no later than the 30th of April, July, October, and January. With each royalty payment,

“ _____ ” will submit to Hallsville a written report that sets forth the calculation of the amount of the royalty payment, as well as such other detail as may be requested by Hallsville.

3. RECORDS. “ _____ ” shall keep accurate records regarding the quantities of the trademarked logos that are sold. Hallsville shall have the right to audit, inspect, and copy such records from time to time after providing reasonable notice of such intent to “ _____ ”. “ _____ ” shall make such information available at the address set forth above during normal business hours.

4. MODIFICATIONS and / or LIMITATIONS. Unless the prior written approval of Hallsville is obtained, which may be granted or withheld in the sole and absolute discretion of Hallsville, “ _____ ” may not modify or change the Hallsville trademarked logos in any manner. In addition, “ _____ ” shall not produce any item using the Hallsville trademarked logos that includes reference either directly or indirectly to any of the following: Drugs or drug paraphernalia, alcohol, alcohol consumption and/or abuse, tobacco products and usage, sexual conduct, imagery, or inferences, profanity or inappropriate insensitive language, gambling, firearms and weapons, political and religious endorsements. All logo'ed items sold by “ _____ ” should be good quality and shall meet the specifications of Hallsville. “ _____ ” shall perform or cause to be performed, prior to the offer of any logo'ed items, all necessary tests required by applicable law to confirm the safety and effectiveness of the items and shall keep itself informed of safety requirements concerning products similar to the items and will promptly comply with all relevant laws applicable thereto. “ _____ ” shall further take all actions required by any local, state or national agency, government or commission in connection with the items and shall otherwise act in compliance with applicable law. Without limitation of the foregoing, “ _____ ” shall not engage in any unfair or illegal trade practices or commit any acts or engage in any transactions that would reflect adversely upon the goodwill associated with Hallsville or the Hallsville trademarked logos.

5. DEFAULTS. If “ _____ ” fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, Hallsville shall have the option to cancel this Agreement by providing 30 days written notice to “ _____ ”. “ _____ ” shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the

previous sentence, and if there are no other defaults during such time period and there have not been any defaults in the previous twelve (12) months.

6. INDEMNIFICATION. “_____” shall defend, indemnify and hold Hallsville harmless from and against any and all claims, suits, losses, liabilities, expenses and damages (including attorneys fees) arising out of or in any way connected with the design, creation, manufacture, sale, distributions, labeling or advertisement of any designated logo items by or on behalf of “_____,” any alleged defect in any items or related to the items, any claim or harm or injury resulting from use of any such items, or the claim of any entity that actions taken or omitted to be taken by “_____” bind or otherwise obligate Hallsville in any way. This duty to indemnify shall survive the termination or expiration of this Agreement. “_____” shall also maintain at all times with reputable insurance companies reasonably satisfactory to Hallsville comprehensive general liability insurance in amount and form reasonably satisfactory to Hallsville.

7. TRANSFER OF RIGHTS. This Agreement shall be binding on any successors of the parties. “_____” shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of Hallsville is obtained, which may be granted or withheld in Hallsville's sole and absolute discretion.

8. TERMINATION. This Agreement may be terminated by either party by providing 60 days written notice to the other party. The agreement shall terminate on but shall be considered extended for one-year terms if not cancelled prior to _____, or via the cancellation terms set forth herein.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable,

then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Missouri.

Licensors: Hallsville School District.

Items Licensed to sell: (please initial)

_____ Apparel	_____ Mouse pads	_____ Embroidery
_____ Hats/Caps	_____ Phone/Electronic Covers	_____ Other:
_____ Blankets	_____ Duffle bags/sports bags	_____ Other:
_____ Flags	_____ Automobile Accessories	_____ Other:
_____ Scarves	_____ Stadium Cushions	_____ Other:

Licensee Signature

Date

Licensee Name

Title

Street Address

City, State, Zip

Email address

Telephone

Please return signed agreement by mail, fax, or email to:

Hallsville School District
Attn: District Communications
421 E. Highway 124
Hallsville, MO 65255
Fax: (573) 696-3606
Phone: (573) 696-5512 ext 501
Email: mminor@hallsville.org