

NON-EXCLUSIVE LICENSE FOR USE OF SCHOOL WORDMARKS AND LOGOS

THIS LICENSE AGREEMENT (hereinafter "Agreement") is entered into by and between **Chambersburg Area School District**, a school district organized under the laws of the State of Pennsylvania, having a principal place of business in Chambersburg, Pennsylvania (hereinafter referred to as ("CASD")) and _____ (hereinafter referred to as "Licensee");

WHEREAS, CASD is the owner of the following federal registered and common-law protected Wordmarks and Logos:

CASD Trojan Logo - Common-law Trademark based on use since January of 2018

it has used in commerce and continues to use in connection with conducting athletic contests in a variety of sports and in printed materials and commercial merchandize associated with such events, including but not limited to T-shirts, shirts, sweatshirts, sweatpants, key chains, jackets, hats, caps and sandals (hereinafter collectively "the Marks and Logos").

WHEREAS, CASD licenses the use of the Marks and Logos to third-parties for use on printed materials associated with support and marketing of CASD sporting events and teams, including display of the logo on clothing and athletic apparel sold by Licensees, the District, school foundations associated with the District, or Licensees' direct distributors.

WHEREAS, Licensee wishes to obtain a license to use the Marks and Logos indicated above, for the limited purpose of creating and commercially marketing promotional printed materials, clothing and other sports apparel bearing the Marks and Logos ("Licensed Products") in Chambersburg, Pennsylvania and Franklin County, and CASD is willing to grant the License, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1.0 License and Limited Sublicense Grant.

1.1 **Limited License.** Provided that Licensee complies with the terms, conditions and provisions hereof, CASD hereby grants Licensee a limited, non-exclusive, revocable, non-transferable license, with no right of sublicense (unless specifically provided for herein), to use the Marks and Logos selected in the list above, ("Licensed Marks and Logos") by placing the Licensed Marks and Logos on promotional printed materials, clothing and sports apparel for commercial sale within Chambersburg, Pennsylvania and Franklin County, either directly by the Licensee, by third-party vendors, or foundations associated with the District.

1.2 **Limited License to Sublicense.** CASD hereby grants to the Licensee a limited, non-exclusive, revocable, non-transferable license to sublicense the Marks and Logo to third- parties with which Licensee has either: 1) contracted to provide advertising or promotional services for Licensee; 2) contracted to manufacture merchandise for Licensee; and, 3) contracted to distribute Licensed Products in connection with Licensee's promotional activities using the Licensed Marks and Logo as permitted herein. Licensee shall require all such third-parties to agree in writing to all terms and conditions necessary and appropriate to protect the CASD's right, title and interest to the Marks and Logos; which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that CASD shall be a third party beneficiary of each such agreement.

1.3 **Reservation of Rights.** Except for the limited license rights granted herein, (hereinafter collectively referred to as "Licenses") CASD reserves to itself all right, title and interest in and to the Marks and Logo.

2.0 License Requirements and Limitations. The Licenses granted herein are granted subject to the following requirements and limitations:

2.1 **Compliance with CASD Guidelines.** CASD shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Licensed Marks and Logos. Licensee shall comply with all requirements set out in this Agreement in its use of the Licensed Marks and Logos.

2.2 **Geographic or Usage Limitations.** In the event CASD determines that use of any Licensed Marks and Logos covered by this Agreement may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject CASD or Licensee to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from CASD, to promptly cease and desist from all use of the Licensed Marks and Logos in such particular manner or jurisdiction.

2.3 **Specific Use Restrictions.**

2.3.1 The Licenses granted in this Agreement may be used solely in connection with the sale of promotional printed materials, clothing and sports apparel that have been permitted by CASD to bear the logo, and only for the duration granted, and are subject to the restrictions and obligations of Licensee set forth in this Agreement. Licensee shall not use the Licensed Marks and Logos: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Licensed Marks and Logos; (b) in any manner as would violate the rights of any third- parties; (c) in any manner as would result in any third-party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Licensed Marks and Logos; (d) or on or in connection with any goods, services or activities except as permitted under the licenses granted in this Agreement.

2.3.2 The Licensed Marks and Logos may **not** be used in connection with any of the following:

- a) Any product that competes with any exclusive licensee of CASD, either directly or indirectly;
- b) Any product that criticizes or disparages CASD, or otherwise has a tendency to injure the reputation of CASD;
- c) Any product or printed matter that promotes, describes or endorses activity or behavior that is unlawful or against District Policy, Regulations or Student Code of Conduct;
- d) Any product or printed matter that promotes, describes or endorses activity or behavior that, if performed, would constitute a safety hazard;
- e) Any product or printed matter that that promotes, describes or endorses activity, behavior, or beliefs that can reasonably be deemed offensive to any group of persons, including without limitation activity, behavior, or beliefs related to race, religion, ethnicity, sexual orientation, disability or age; or
- f) Any product or printed matter that contains a statement, speech, graphic, or textual work that is obscene, defamatory, or slanderous, subject to First Amendment limits.

2.4 **Inspection.** CASD at all times during the term of this Agreement shall have the right at any time upon reasonable request to review any use of by Licensee of the Licensed Marks or Logos. Not later than five (5) business days following a request by CASD for review, Licensee will send samples or photos of the material requested to CASD, in the manner requested in the notice.

2.5 **Nonconforming Goods, Services, Activities and Materials.** If Licensee becomes aware at any time that any goods, services, activities or materials with which it is using the Licensed Marks and Logos do not comply with the requirements of this Agreement, it will, at its sole cost and

expense, immediately cease all use of the Licensed Marks and Logos on or in association with the nonconforming goods, services, activities or materials, as applicable, and shall immediately discontinue distribution of any non-compliant or nonconforming tangible items. Licensee will immediately remove the non-conforming Marks and Logos from all such tangible items, or if it is not feasible or is impractical to remove the non-conforming Marks and Logos from such items, destroy them.

2.6 **Third-Party Infringement.** Licensee will promptly notify CASD if it becomes aware of any infringement of the non-conforming Marks and Logos by a third-party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.

3.0 **License Fee.** Licensee will pay CASD ISD License Fee, if any are provided for in this Agreement, at the following address Chambersburg Area School District, Attn: Accounts Payable, 435 Stanley Avenue, Chambersburg, PA, 17201, checks for License Fee and all other sums payable under this Agreement should be made payable to the Chambersburg Area School District and shall be accompanied by a copy of the signed License Agreement or marked as payment for Licensing Fee and applicable term. The License Fee should be calculated on the following basis (*Initial choice*):

3.1 _____ No royalty will be charged if the Licensee is a student, student organization, parent organization and other District affiliated school-support or booster organization using the District and campus trademarks to promote a group of students, an activity or event, a campus, or the District, and the use is in furtherance of school-related business or activity. The District Communications & Marketing Director, Athletic Director, or designee shall determine, in its sole discretion what constitutes use in furtherance of school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

3.2 _____ A fixed fee of \$ 250.00 per school year payable on execution of this Agreement and on each annual renewal date of this Agreement of the Licensee that grants permission to use the District Marks and Logos on print and digital display items. These include, but are not limited to, items such as banners, online and print advertisements, flyers, postcards, letterheads, etc.

3.3 _____ A fixed fee of \$ 500.00 per school year payable on execution of this Agreement and on each annual renewal date of this Agreement of the Licensee that grants permission to use the District Marks and Logos on merchandise items intended for sale to the public. These include, but are not limited to, items such as clothing apparel, mugs, water bottles, bags, accessories, etc.

4.0 **Term and Termination.**

4.1 **Term.** This Agreement shall be effective upon execution by both parties and continue in force and effect for one school year, beginning July 1 and ending June 30 of the following. Thereafter the Agreement will be subject to renewal for subsequent one year periods unless sooner terminated by either party not later than thirty (30) days prior to the end of the initial or the then current term of its intention not to renew.

4.2 **Termination without Cause:** Either party may terminate this Agreement without cause and without penalty; ninety (90) days' after written notice is received by the non-terminating party from the terminating party ("Termination Effective Date"). License Fees prepaid prior to the Termination Effective Date shall be reimbursed by CASD on a prorated basis.

4.3 **Termination with Cause.** In the event that the Licensee is in breach or default of any warranty, representation, or provision of this Agreement, CASD may terminate this Agreement with cause, after providing written notice to Licensee setting forth the alleged breach or default, and providing Licensee with a "cure" period of thirty (30) days from Licensee receipt of such notice. In the event that Licensee is unable or unwilling to correct such breach or default to the reasonable satisfaction of CASD during the "cure" period, this Agreement shall terminate automatically at the expiration date of the "cure" period. No waiver of any breach or default by Licensee of the Agreement shall be effective unless in writing signed by the president of the CASD Board of Trustees or his or her designee.

4.4 **Effect of Termination:** Upon termination of this Agreement for any reason, all rights granted hereunder to Licensee shall immediately and automatically revert to the CASD, and Licensee shall immediately cease to produce new or additional Licensed Products bearing the Licensed Marks and Logos. Licensee may, however, continue to sell off or otherwise deplete its reasonable inventory of Licensed Products then existing as of the Termination Effective Date for a period not to exceed ninety (90) days from such date, PROVIDED that such inventory is in strict compliance with the requirements guidelines and restrictions this Agreement and have been previously approved by CASD Representative. Any other use of the Licensed Marks and Logos after such termination will exceed the scope of the License granted hereunder and may constitute infringement of CASD's intellectual property or other rights. If termination is "for cause" Licensee shall not be entitled to any reimbursement of pre-paid License Fees.

5.0 **DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY/INDEMNITY.**

5.1 **Warranties.** THE LICENSED MARKS AND LOGOS ARE PROVIDED "AS IS, WHERE IS", AND NEITHER CASD NOR ANY OF ITS EMPLOYEES, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, ELECTED OFFICIALS OR REPRESENTATIVES (THE "CASD PARTIES") MAKES ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LICENSED MARKS AND LOGOS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CLEAR TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.2 **Limitation Of Liability.** THE TOTAL LIABILITY OF THE CASD PARTIES UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY THE LICENSEE FOR USE OF THE LICENSED MARKS AND LOGOS.

5.3 **Indemnification.** Licensee hereby agrees to defend, indemnify and hold the CASD Parties harmless against all liability, cost, loss, expense (including reasonable attorneys' fees), or damages paid, incurred, or occasioned by any claim, demand, suit, settlement, or recovery against any CASD Party, arising out of Licensee's breach or claimed breach of this Agreement; the use of the Licensed Marks and Logos and/or Licensed Products by Licensee or any third party; the manufacture, distribution, advertisement or sale of Licensed Products; and for any alleged defects in the Licensed Products.

6.0 **CASD's Remedies Upon Breach.**

6.1 **Remedies.** If Licensee breaches this Agreement, including by exceeding the scope of the License granted herein, CASD will be entitled to pursue all remedies available to it at law and/or equity. Without limiting the foregoing, Licensee agrees that any use different from that described in this Agreement will exceed the scope of the License granted herein and will therefore constitute a material breach of this Agreement. CASD may elect to pursue any damages available to CASD at law or equity. In any action brought by CASD to enforce the terms of this Agreement or seek remedies for its breach, including Licensee's exceeding the scope of the License granted herein, CASD will be entitled to receive all attorneys' fees and costs incurred in any such action. Licensee acknowledges that Licensee exceeding the scope of the License granted herein will irreparably harm CASD, and that monetary damages arising from such a breach would be difficult to calculate. CASD is, therefore, entitled to bring an action for temporary, preliminary, or permanent injunctive relief to prevent or stop any breach or threatened breach of this Agreement that involves exceeding the scope of the License granted hereunder, without need for posting of bond or other security.

6.2 **Alternative Dispute Resolution.** In the event that CASD or Licensee shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Request for mediation shall be

in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. In the event the Parties are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred. Venue for any mediation or lawsuit arising under this contract shall be in Collin County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is consent to suit.

7.0 Miscellaneous.

7.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Both parties submit to jurisdiction in Pennsylvania and further agree that any cause of action arising under this Agreement shall be brought in a court of competent jurisdiction in Franklin County, Pennsylvania.

7.2 Notice. Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express) for expedited delivery to be confirmed in writing by such courier at the physical addresses for the parties listed in the signature blocks below.

7.3 No Third Party Beneficiaries and Immunity. For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CASD or Licensee or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CASD or Licensee. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

7.4 Entire Agreement; Waiver. This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.5 Assignment. Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the CASD and any attempt to do so is **void**.

7.6 Legal Authority. The signatories of this Agreement for CASD and Licensee each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of CASD and Licensee respectively, and to bind CASD and Licensee to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this the ____ day of _____, 20__.

LICENSOR:
CHAMBERSBURG AREA SCHOOL DISTRICT

LICENSEE:

By: _____

By: _____

Printed Name and Title

Address for Notice:
CHAMBERSBURG AREA SCHOOL DISTRICT
435 Stanley Avenue
Chambersburg, PA, 17201

Address for Notice:

