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THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN Laura Love d/b/a the Agio Specialties of Montgomery County, North Carolina, herein "Agio Specialties" and The Montgomery County Board of Education a Body Politic, herein "the Board."

WHEREAS, Agio Specialties is in the business of screen printing and selling promotional items;

WHEREAS, Agio Specialties desires to make and sell apparel and other items with Montgomery Central High School's name, logo, and mascot;

WHEREAS the Board owns the copyright/trademark for Montgomery Central High School's logo and associated identity;

AND WHEREAS the Board is willing to give Agio Specialties a nonexclusive right to make and market Montgomery Central High School apparel and other items on terms set out;

NOW THEREFORE in consideration of the mutual covenants heretofore and hereafter stated, the sufficiency of which is stipulated the parties hereto agree as follows:

1.

The Board grants to Agio Specialties a nonexclusive right to make and market Montgomery Central High School apparel and other items upon terms set out herein.

2.

The nonexclusive right granted begin August 2, 2021 and ending June 30, 2023.

3.

Agio Specialties agrees not to market any Montgomery Central High School apparel and other items without prior approval from the Board's agent designated as to style, content, and design.
Failure to obtain approval will, at the discretion of the Board, result in revocation of the grant, or other sanctions recommended by the Board.

4.

The right conveyed to Agio Specialties herein is not transferable nor may Agio Specialties convey any right granted herein to another party.

5.

Agio Specialties will pay to the Board the sum of (20%) twenty percent of the gross receipts from internet sales and (15%) of the gross receipts of direct sales. Agio Specialties will provide a monthly accounting, suitable to the Board, of all sales. First accounting due September 1, 2021 and on the first day of each month thereafter as long as the contract is in effect. Payments shall also be made on the first day of each month beginning September 1, 2021.

6.

Failure of Agio Specialties to perform any of the requirements set out herein shall result in termination of the rights conveyed herein.

THIS the __ day of _____, 2021.

_____ _____

Laura Love d/b/a Agio Specialties

Montgomery County Board of Education

By: _____

Attested:

_____

Secretary to the Board