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THIS AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN CANDOR FLOWER AND GIFT SHOP in Montgomery County, NC, herein "Candor Flower and Gift Shop" and The Montgomery County Board of Education a Body Politic, herein "the Board."

WHEREAS, Candor Flower and Gift Shop is in the business of screen printing and selling promotional items;

WHEREAS, Candor Flower and Gift Shop 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 Candor Flower and Gift Shop 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 Candor Flower and Gift Shop 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 February 5th, 2024, and ending February 5th, 2025.

3.

Candor Flower and Gift Shop 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 Candor Flower and Gift Shop herein is not transferable nor may Candor Flower and Gift Shop convey any right granted herein to another party.

5.

Candor Flower and Gift Shop 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. Candor Flower and Gift Shop will provide a monthly accounting, suitable to the Board, of all sales. First accounting due April 1st, 2024, 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 April 1st, 2024.

6.

Failure of Candor Flower and Gift Shop to perform any of the requirements set out herein shall result in termination of the rights conveyed herein.

THIS the 29 day of January, 2024.



Candor Flower and Gift Shop

Montgomery County Board of Education

By: _____

Attested:

Secretary to the Board