

Warren Local Schools 220 Sweetapple Road Vincent, OH 45784 (740) 678-2366

## **Non-Exclusive Licensing Agreement**

## Non-Direct Sales and Brand Use

Date:

Company Name:

Address:

City, State, Zip:

Contact Name:

Phone:

Email Address:

Contract Start Date: \_\_\_\_\_\_ (Finalized upon approval)

Contract End Date: \_\_\_\_\_ (Finalized upon approval)

## Non-Exclusive Licensing Agreement, Non-Direct Sales and Brand Use

As used herein, "Warren Local" shall include, but not be limited to, the Warren Local School District Board of Education, its members, heirs, successors, assigns, agents, administrators, and employees.

As used herein, "\_\_\_\_\_" shall be referred to as ORGANIZATION. Fill in Organization As used herein, "\_\_\_\_\_" shall be referred to as ITEM. Fill in Item(s)

In exchange for Warren Local granting the non-exclusive right to ORGANIZATION to use its name, mascot, school colors, logos, and/or symbols (collectively "trademarks") in connection with the creation, sale, and distribution of ITEM, ORGANIZATION hereby acknowledges and agrees that:

A. ORGANIZATION is (check all that apply)

□ a student-affiliated club/group and is a non-profit organization registered with the Ohio Secretary of State's office;

□ an approved affiliated organization that's purpose is to improve student and/or community well-being or engagement;

 $\Box$  a vendor conducting fundraiser(s) for a WLSD affiliated club/group to benefit the students of Warren Local;

 $\Box$  a vendor providing materials to a WLSD affiliated club/group to benefit the students of Warren Local.

- **B.** ORGANIZATION must provide an assurance that ORGANIZATION and key members of ORGANIZATION have, and will acquire, no direct or indirect personal interest that is incompatible or in conflict with the performance of ORGANIZATION services on behalf of the District, including without limitation, any conflict that may create a potential violation of Ohio's Ethics laws for any Board of Education member or District personnel.
- C. Warren Local shall have the right to inspect and pre-approve all ITEM that ORGANIZATION wishes to create prior to dissemination of such ITEM;
- D. ORGANIZATION's non-exclusive right to use Warren Local's trademark is limited to the creation, sale, and distribution of ITEM only and such rights are non-transferable. ORGANIZATION shall not assign, transfer, sub-license, sell or otherwise distribute any ITEM or other item containing Warren Local's trademark without the prior written consent of the Superintendent of Warren Local. This Agreement shall automatically terminate in the event of such an assignment, transfer, sub-license, sale or distribution;
- E. Warren Local, at its sole discretion and without cause, may revoke ORGANIZATION's right to use Warren Local's trademark, and terminate this Agreement, at any time, and for any reason, upon written notice. In the event of such revocation and termination,

ORGANIZATION shall refrain from the creation of any new ITEM and shall not sell or disseminate any existing ITEM without the prior written consent of the Superintendent of Warren Local.

- F. Should ORGANIZATION fail to comply with the terms of this Agreement, Warren Local may refuse to issue a new license to ORGANIZATION in addition to pursing any other legal remedies against ORGANIZATION.
- G. This agreement does not give the ORGANIZATION the ability to directly sell any product or material to any individual(s). The agreement does not give the ORGANIZATION the ability to directly sell any product or material to any group or vendor that is not a WLSD affiliated club/group.

**Term:** The term of this Agreement shall be from <u>(date finalized upon approval)</u> to June 30 of the same school year. At the end of the term, this Agreement may be renewed for a one-year period upon written agreement of the parties to this Agreement.

**Miscellaneous:** This Agreement is made under the laws of the State of Ohio which laws shall govern the validity, operation and interpretation of this Agreement. Exclusive jurisdiction and venue shall be in Washington County, Ohio.

If any term or provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other term or provision of this Agreement and this Agreement shall be interpreted and construed as if such term or provision had never been contained in this Agreement.

This Agreement represents the entire agreement between the parties and supersedes all previous or contemporaneous representations, understandings or agreements, either oral or written, between the parties with respect to the subject matter of this Agreement. This Agreement shall not be modified except by a written instrument signed by the parties.

The undersigned affirms that he or she has read and understands the terms of this Agreement and that he or she has the authority to sign on behalf of, and bind ORGANIZATION.

Signature

Date

President, Warren Local School District Board of Education

Date

Title (if applicable)

Kyle Newton, Superintendent

Date