Trademark License Agreement

This Short-Form Trademark License Agreement (the "Agreement") is made and entered into as of , by and between:

LICENSOR:

Gettysburg Area School District, a public special purpose organization organized under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 900 Biglerville Road, Gettysburg, PA 17325 ("Licensor").

LICENSEE:

, a organized under the laws of , with its principal place of business at (“Licensee”).

RECITALS

Licensor is the sole and exclusive owner of the trademark(s) identified below (the "Trademark"); and

Licensee desires to obtain a license to use the Trademark in connection with certain goods and/ or services: and

Licensor is willing to grant such a license, subject to the terms and conditions set forth below.

In consideration of the mutual covenants and promises contained below, the parties agree as follows:

1. Grant of License

1.1. Licensor grants to Licensee, and Licensee accepts, a Non-Exclusive license to use the Trademark, as described in Schedule A attached, solely in connection with

(the "Licensed Products/Services").

1.2. The license granted shall be limited to the geographic territory of the Commonwealth of Pennsylvania.

1.3. The term of this Agreement shall commence on

and shall continue for a period of years, unless terminated earlier in accordance with the provisions of this Agreement (hereinafter “Lease Term”).

2. License Fee

2.1. In consideration for the license granted under this agreement, Licensee shall pay to Licensor a non-refundable annual license fee based upon the approved use of the Trademark. Payment shall be due upon execution of this Agreement and upon each annual renewal date thereafter. The applicable annual license fees are as follows:

2.2. Youth Organization License

☐ A fixed fee of One Hundred Dollars ($100) per fiscal year (July 1 through June 30) for any youth organization granted permission to use the Trademark on print and digital display materials.

Approved items may include, but are not limited to, banners, flyers, websites, social media graphics, digital communications, and similar promotional or informational materials.

2.3. Print and Digital Display License

☐ A fixed fee of Three Hundred Dollars ($300) per fiscal year (July 1 through June 30) for use of the Trademark on print and digital display materials.

Approved materials may include, but are not limited to, banners, online and print advertisements, flyers, postcards, letterheads, signage, websites, social media materials, and similar promotional or informational items.

2.4. Merchandise License

☐ A fixed fee of Five Hundred Dollars ($500) per fiscal year (July 1 through June 30) for use of the Trademark on merchandise intended for sale or distribution to the public.

Approved items may include, but are not limited to, apparel, mugs, water bottles, bags, accessories, and similar merchandise items. This license category also includes permission to use the Trademark on print and display materials as described in 2.3.

3. Quality Control

3.1. Licensee acknowledges that the quality of the Licensed Products/Services is essential to the goodwill associated with the Trademark. Licensee agrees to maintain the highest standards of quality for all Licensed Products/Services.

3.2. Licensor shall have the right, upon reasonable notice, to inspect samples of the Licensed Products/Services and any associated promotional materials to ensure compliance with Licensor's quality standards. Licensee shall promptly implement any reasonable changes requested by Licensor to maintain such standards.

4. Ownership of Trademark

4.1. Licensee acknowledges and agrees that Licensor is the sole and exclusive owner of all rights, title, and interest in and to the Trademark.

4.2. Licensee shall not, at any time, challenge Licensor's ownership of the Trademark or the validity thereof.

4.3. All goodwill generated by Licensee's use of the Trademark shall inure solely to the benefit of Licensor.

5. Representations and Warranties

5.1. Licensor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license herein.

5.2. Licensee represents and warrants that its use of the Trademark will comply with all applicable laws and regulations and will not infringe upon the rights of any third party.

6. Indemnification

6.1. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with Licensee's use of the Trademark or the Licensed Products/Services, except to the extent such claims arise from Licensor's gross negligence or willful misconduct.

7. Termination

7.1. Either party may terminate this Agreement prior to the expiration of the lease term set forth in 1.3 upon _____ days' written notice to the other party in the event of a material breach of any provision of this Agreement by the other party, provided such breach remains uncured at the expiration of the notice period.

7.2. This Agreement shall terminate immediately upon the bankruptcy or insolvency of either party.

7.3. Upon termination, Licensee shall immediately cease all use of the Trademark and shall, at Licensor's option, destroy or return to Licensor all materials bearing the Trademark.

7.4. If either party fails to provide the other party with a notice of non-renewal no later than 30 days prior to the expiration of the Lease Term, then the Lease Term renews automatically under the same terms and conditions.

8. Governing Law

8.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws principles.

9. Entire Agreement

9.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

10. Modification

10.1. This License Agreement may only be modified by a written agreement signed by both parties.

11. Assignment

11.1. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

LICENSOR:

Gettysburg Area School District

By:

Name:

Title:

LICENSEE:

Licensee Printed Name:

By:

Name:

Title:

SCHEDULE A

Description of Trademark(s):

1. **Trademark:** Gettysburg Area School District "G" logo and the Trademarked phrase "Gettysburg Warriors."

    - **U.S. Registration Number:**

- **Goods/Services Covered by Registration:** Use in normal course of business, letterhead, signage, digital/social media, school athletics uniforms, and any and all merchandising.

    - **Logo/Design (if applicable):** See Attached