OLENTANGY SCHOOLS℠

NON-EXCLUSIVE LICENSING AGREEMENT

This Non-Exclusive Licensing Agreement ("Agreement") is entered into on _____ ____, 20____, ("Effective Date") between the Olentangy Local School District Board of Education ("Licensor") and _____ ("Licensee").

WHEREAS, Licensor owns or has all applicable intellectual property rights including without limitation trademark and copyright to the name, mascot, school colors, logos and symbols of the Olentangy Local School District's school building, _____ (collectively "Brand").

WHEREAS, Licensee, a non-District affiliated entity, wishes to use Olentangy Local School District's Brand for a non-District affiliated purpose.

WHEREAS, Licensor retains any and all rights, titles and interests in and to Licensor's Brand including any and all underlying trade secrets and any and all modifications, enhancements or derivatives, except for the limited license specifically granted herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. **Payment.** Licensee shall remit payments equal to 10% of all gross revenue that it receives from the sale of items displaying Licensor's Brand, which shall be payable every October and April on the last day of the month and when submitted include a report of gross sales of licensed product.

2. **License.** Licensor hereby grants Licensee a three-year non-transferable, non-exclusive license to use Licensor's Brand within the limitations specified herein, which cannot be sublicensed. Licensee's license shall be coterminous with this Agreement.

3. **License Limitations.** Licensee agrees to the following limitations regarding the use of Licensor's Brand:
    - **a.** Licensee agrees that any and all uses of Licensor's Brand shall abide by the standards set forth in Board Policies Mission of the District (Policy 2105) and Statement of Philosophy (Policy 2110).
    - **b.** Licensee agrees to comply with Board Policy Advertising and Commercial Activities (Policy 9700.01) with regard to any and all uses of Licensor's Brand.
    - **c.** Licensee agrees that it will not use Licensor's Brand in any way that could, in Licensor's sole discretion, be deemed inappropriate for minors and/or that could damage Licensor's good will or reputation.

d. Licensee agrees that it shall comply with all local, state and federal laws with regard to its use of Licensor's Brand.

e. Licensee agrees that it shall not remove, modify or tamper with Licensor's Brand in any manner.

f. Licensee agrees that this license expires automatically and immediately with no notice requirement if Licensee is merged, acquired or purchased by any other entity. Licensee must destroy all data related to Licensor's Brand and certify the destruction in writing within fourteen (14) calendar days.

4. **Right of Revocation**. Licensor may revoke Licensee's license by written notice if, in Licensor's sole discretion, Licensee violates any of the limitations set forth in paragraph 3.a. through 3.e. of this Agreement, or if the Licensee fails to remit any payment in the amount and/or on the date specified in paragraph 1 of this Agreement.

5. **Audit.** During the term of this Agreement and for six (6) months thereafter, Licensee shall maintain accurate records regarding its use of Licensor's Brand. Upon ten (10) days prior written notice, Licensor will have the right to review and audit those records during normal business hours to ensure compliance with the terms and limitations of this Agreement.

6. **Term and Renewal.** This Agreement shall have a term of two (2) years, beginning on the Effective Date. This Agreement shall automatically renew for an additional one (1) year term unless: (a) either party gives written notice to the other prior to the expiration of the current term; or (b) Licensee fails to remit a renewal payment in the amount specified in paragraph 1 of this Agreement within thirty (30) days after the automatic renewal date.

7. **Liability.** Licensor shall not be liable in any way for any claim, damage, cause of action and/or demand of every kind and nature whatsoever that may arise from or in connection with Licensee's use of Licensor's Brand.

8. **Indemnification.** Licensee agrees to defend, indemnify, and hold Licensor harmless against any and all claims, losses, costs and expenses arising from or in connection with Licensee's use of Licensor's Brand. This provision shall survive the termination of this Agreement.

9. **Governing Law.** This Agreement is made under the laws of the State of Ohio which shall govern the validity, operation and interpretation of this Agreement. Each party consents to the jurisdiction of the courts of Ohio or the federal court sitting therein and waives any object to such venue.

10. **Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement, and the remaining provisions of the Agreement will remain in full force and effect.

11. **Relationship of Parties.** The parties are separate and independent legal entities. Nothing in this Agreement creates any agency, partnership or joint venture between the parties.

12. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement.

13. All notices required under this Agreement shall be delivered via certified mail, return receipt requested or Federal Express delivery service to the following authorized representatives of the parties at the addresses set forth below:

    If to Licensor: _____
    _____
    _____

    If to Licensee: Olentangy Local School District
    Attn: Communications Department
    7840 Graphics Way
    Lewis Center, OH 43035

14. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject hereof and it supersedes all previous agreements and proposals, oral or written, and all negotiations, conversations or discussion between the parties related to this Agreement.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

_____ _____
_____ Olentangy Local School District Board of
Title (if applicable) Education's Designee