

## **Trademark License Agreement for Non-Commercial**

In consideration of the promises set forth herein, the parties agree as follows:

### **Article I. Definitions:**

For the purpose of this Agreement, the following terms shall mean:

1. Licensed Goods means the finished or unfinished items bearing the Trademarks.
2. Promotional Use means the display of Trademarks for purposes other than resale for non-school purposes.
3. Territory means the State of Iowa.
4. Trademarks mean the logo marks (CLIPPER SHIP) shown on Exhibits A and B attached to this agreement, and the word marks, CLIPPERS and CLIPPERS with sails used in any form or design ("Standard Character Format"), and any goodwill and rights pertinent thereto, and refer to trademarks, service marks, and trade names.

### **Article II. License:**

1. CCA grants to Licensee a non-exclusive, non-assignable, non-transferable license to use the Trademarks in Standard Character Format during the term of this Agreement upon the terms and conditions herein on or in connection with the Licensed Goods in the Territory, and on or in connection with the display of Trademarks for promotional uses in the Territory. Licensee shall not assign, pledge, hypothecate, or sublicense this Agreement.
2. No other right or license is granted by CCA to Licensee to any other trademark, trade name, service mark, or other intellectual property or right possessed by CCA Schools. Licensee shall not use the Trademarks except as specifically authorized by this Agreement.

### **Article III. Term and Payment:**

1. Licensee shall pay to the Clear Creek Amana Community School District, a fee of \$10.00 for the License. The first term of this Agreement commences on the Effective Date and concludes on the same date, five years from the Effective Date ("Anniversary Date"). The agreement may be renewed upon the consent of the parties.
2. Licensee shall pay the licensing fee to CCA within fourteen (14) days of the Effective Date and, if renewed, each Anniversary Date thereafter.

#### **Article IV. Licensor's Control:**

1. In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

#### **Article V. Use of the Trademark**

1. Licensee shall use upon or in connection with any display of a Trademark or creation of Licensed Goods a TM. Licensee shall not use any other trademark or trade name on Licensed Goods without the prior written approval of CCA.

2. Licensee shall not depart from the form of the Trademarks set forth in Article I of this Agreement.

3. Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

3. Licensee shall not use the Trademarks in a manner that places CCA in a bad light, or that disparages, ridicules, or defames any person or entity, including use of parody. CCA shall be the sole determiner of what uses violate this prohibition.

4. Licensee shall follow the Logo Style Guide issued for use of the logos and trademarks licensed by this agreement, as well as all School Board Policies related to logo use.

#### **Article VI. Validity of Rights:**

Licensee shall not contest CCA's ownership of the Trademarks nor any limit on Licensee's right or ability to assign any rights hereunder. Licensee shall not contest or impair these rights, or assist others to contest or impair them. This obligation shall survive any termination of this Agreement.

#### **Article VII. Warranties, Indemnification, and Limitation of Liability:**

1. CCA warrants that it has title to the Trademarks and the right to license the Trademarks.

2. Licensee warrants that it has the right to enter into this Agreement and to agree to its terms.

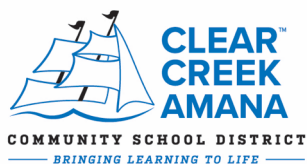
3. Licensee shall indemnify, hold harmless, and defend (and pay any expenses and attorney's fees in connection therewith) CCA, and its officers, directors, agents, and employees, from all liability, loss, claims, or actions arising out of (a) any alleged libel or slander against, or invasion of, the right of privacy or publicity or any other similar right of any third party by Licensee's use of the Trademarks; and, (b) any alleged defect in any Licensed Good and any claim by a third party resulting from Licensee's breach of a term or condition of this Agreement.

## **Article VIII. Termination:**

1. If either party fails to perform any obligation under this Agreement, the other party may terminate this Agreement upon thirty (30) days' written notice, if the breach remains uncured at the end of the period.
2. CCA may, in its discretion, terminate this Agreement immediately upon written notice to Licensee and without opportunity for Licensee to cure if Licensee breaches the provisions of Article IV.
3. Upon termination of this Agreement, Licensee shall have one hundred twenty (90) days in which to sell its remaining existing inventories of Licensed Goods. This right shall not apply to Licensed Goods which CCA deems in violation of Article IV.
4. Upon termination of this Agreement, Licensee shall have thirty (30) days in which to cease its Promotional Use. This right shall not apply to any Promotional Use which CCA deems in violation of Article IV.

## **Article VIII. General:**

1. Notice. Any notice by a party is sufficiently given when sent by certified mail, return receipt requested, to the notified party at its address set forth above, unless another address is substituted by written notice.
2. Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.
3. Modification. No modification of this Agreement is valid unless in writing and signed by each party.
4. Waiver. The failure to enforce any term of this Agreement by a party does not waive any other right under this Agreement or waive the right to thereafter claim damages resulting from a breach thereof.
5. Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.
6. Severability. The finding by a court that a provision of this Agreement is invalid shall not invalidate the balance of this Agreement, which provisions shall continue to remain in full force and effect.



## Trademark License Agreement for Non-Commercial

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth below.

### Licensee: (Non-Commercial)

\_\_\_\_\_  
Full Name of Team/Entity i.e. Clippers Baseball Club, Clippers Youth Soccer)

\_\_\_\_\_  
Contact Printed Name

\_\_\_\_\_  
Contact Title/Position i.e. Head Coach

\_\_\_\_\_  
Contact Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Street Address

\_\_\_\_\_  
City, State Zip

### Licensors:

Mail to:

Clear Creek Amana Community School District  
1486 Hwy 6 NW, PO Box 487, Oxford, IA 52322  
District Contact: Lori Robertson, Finance Director  
Email: [lorirobertson@ccaschools.org](mailto:lorirobertson@ccaschools.org)  
Phone: 319-828-4510

Approver's Printed Name & Title: Kara Prickett, School Board President

Approver's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit A.**  
**Clear Creek Amana CSD Trademark License Agreement for Non-Commercial**



(Refer to the Activity Style Guide for logo standards and requirements for use, no exceptions. Follow approval process before printing)

**Exhibit B.**

**Clear Creek Amana CSD Trademark License Agreement for Non-Commercial**

Non-Commercial

Royalty Rate: 0%

Licensed Markets: 1) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 2) Licensor approved promotional materials for the group.

Customers: Members of the group

Term: 5 Years

Reporting Period: Annually