



Tully Central School District

20 State Street, Tully, NY 13159

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<http://tullyschools.org>

Education Today for Tomorrow's Challenges

NON-EXCLUSIVE LICENSE FOR USE OF SCHOOL SYMBOL AND LOGO

THIS LICENSE AGREEMENT granted this ___ day of _____, 20__ by the Tully Central School District, with offices at 20 State Street, Tully, New York (hereinafter referred to as "Licensor"), to _____, with offices at _____ (hereinafter referred to as the "Licensee"), provides as follows:

WHEREAS, the Licensor warrants that it is the owner of the copyright for the Tully Central School District "Knight logo", a copy of which is attached hereto as exhibit A (hereinafter referred to as "Logo") ;

WHEREAS, the Licensee wishes to use the Logo in connection with the production and sale of merchandise bearing the Logo;

WHEREAS, the Licensor has determined that it is in the best interests of the residents of the School District that the Licensee be allowed to use the Logo for these purposes;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of Non-Exclusive License

Licensor grants to Licensee a nonexclusive, nontransferable license to use the Logo in connection with the production and sale of merchandise bearing the Logo, including items such as: _____. Licensee accepts the license subject to the following terms and conditions.

2. Ownership of Logo

Licensor warrants that it is the sole owner of all of the intellectual property rights pertaining to the Logo. Licensee acknowledges the ownership of the Logo in Licensor, agrees that it will do nothing inconsistent with such ownership. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Logo other than the right to use the Logo in accordance with this License and Licensee agrees that it will not attack the title of Licensor to the Logo or attack the validity of this License.

3. Payments

Licensee agrees to pay Licensor _____ percent of the purchase price of each item of merchandise Licensee sells which bears the Logo. *[If the percentages vary from item to item, list the items and percentages below.]*

4. Quality of Logo-Bearing Products and Appropriate Use of Logo

Licensee agrees that the nature and quality of all products produced by Licensee bearing the Logo, and all related advertising, promotional and other related uses of the Logo by Licensee, shall be subject to the approval of Licensor. Licensee agrees not to use the Logo in a form and/or manner deemed inappropriate by Licensor. Licensee further agrees to permit Licensor reasonable inspection of Licensee's operation, and to supply Licensor with specimens of all uses of the Logo upon request. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of products bearing the Logo.

5. Assignment.

Licensee may not assign any or all of its rights or obligations under this Agreement without the prior written consent of Licensor and without the assignee signing a written agreement to be bound by this Agreement. Any unauthorized assignment is void.

6 Term

This Agreement shall continue in force and effect [for ___ years], and shall thereafter automatically renew, unless sooner terminated as provided for herein.

7. Termination Without Cause

Licensor shall have the right to terminate this Agreement upon ten (10) days written notice to Licensee without cause.

8. Effect of Termination

Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Logo, and to destroy all materials bearing the Logo.

9. General Provisions

Nothing in this Agreement shall be construed to constitute or form a partnership or joint venture between or among the Parties. Neither of the Parties shall have any right to obligate or bind the other, and neither party shall hold itself out to third parties as having any such right or any authority whatsoever to enter into contracts on behalf of the other. Each of the Parties shall meet all of its obligations and responsibilities as an employer to its own employees under any applicable laws, including without limitation those pertaining to taxes, unemployment compensation, or insurance.

Each of the Parties represents and warrants it has the full power and authority to execute, deliver and perform under this Agreement, and that any needed consent or approval from any other person has been obtained including, but not limited to, valid corporate franchise and approval of the board of directors for any corporate party, and including the absence of any duty or obligation that would prevent, or be put in breach or default by, such execution, delivery or performance.

The parties hereto acknowledge that they have had an opportunity to consult counsel, and/or have consulted counsel prior to execution of this Agreement, and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document. The parties further acknowledge that they have carefully read this Agreement and know the contents thereof, and sign the same as their free act.

This Agreement contains the entire agreement between the parties hereto with respect to Licensee's use of Licensor's Logo.

If any provision of this Agreement shall be deemed invalid or unenforceable, that provision shall be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement; and in any event, the remaining provisions of this Agreement shall remain in full force and effect.

Any waiver of any breach or covenant of this Agreement must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by either of the Parties of a breach or covenant of this Agreement shall not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

It is agreed that this Agreement may be interpreted according to the laws of the State of New York, United States of America.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year written at the beginning of this License.

LICENSEE

LICENSOR

By:

By:

Title:

Title:

Special Conditions or Comments: