



## Dallas Center-Grimes Community School District

### TRADEMARK LICENSE AGREEMENT – NON-AFFILIATED

This agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the "Effective Date") by and between Dallas Center-Grimes Community School District, an Iowa school district with its principal offices at 2405 W 1st Street - Grimes, IA 50111 ("DCG CSD") and \_\_\_\_\_ ("LICENSEE").

WHEREAS, DCG CSD, is the sole and exclusive owner of the trademarks identified in attached Schedule A ("DCG CSD Trademarks");

WHEREAS, LICENSEE desires to use the DCG CSD Trademarks mark in commerce; and

NOW, THEREFORE, in consideration of the premises, mutual promises, and covenants contained herein, and intending to be legally bound, DCG CSD and LICENSEE (each a "Party," collectively the "Parties") hereby agree as follows:

### TERMS OF AGREEMENT

#### 1. **Definitions.**

1.1. The terms "Commercialize " and "Commercialization " shall mean the manufacture, use, sale, offering for sale, advertising, distribution or other commercialization of goods or services.

1.2. The term "Licensed Mark(s) " shall refer to the DCG CSD Trademark(s) together with any corresponding trademark applications and common law rights in such marks. From time to time, DCG CSD may modify, amend and add additional DCG CSD Trademarks at its sole discretion, and such marks will be incorporated herein under the term Licensed Marks.

1.3 The term "Territory shall mean the United States.

#### 2. **Grant of License**

2.1. **Use.** DCG CSD hereby grants to LICENSEE, and LICENSEE hereby accepts a non-exclusive, non-assignable, non-transferable, and non-sublicensable license and right to

Commercialize products utilizing the Licensed Marks solely: (a) in the Territory and (b) as expressly permitted in this Agreement.

**2.2. Term and Termination.** The initial term of this Agreement shall continue in force for one (1) year from the Effective Date. The Term shall be automatically extended for successive one (1) year terms ("Renewal Terms") upon expiration of the Initial Term or any subsequent Renewal Term. Notwithstanding this provision, either Party may terminate this Agreement upon thirty (30) days written notice for any reason and upon seven (7) days written notice for any default that remains uncured during the seven (7) day notice period.

### **3. Ownership**

**3.1. General.** LICENSEE acknowledges the value and goodwill associated with the Licensed Marks and agrees that its Commercialization will be in a manner designed to protect and enhance the reputation and integrity of each Licensed Mark.

**3.2. Licensed Marks Ownership** LICENSEE acknowledges DCG CSD is the sole and exclusive owner of the Licensed Marks and the goodwill pertaining thereto, and DCG CSD has priority of use for the Licensed Mark and any designs associated with the Licensed Marks, and that all rights, including any ownership interests, accruing from use by LICENSEE accrue exclusively to DCG CSD. To this end, LICENSEE agrees to cooperate fully and in good faith with DCG CSD for the purpose of securing, preserving and protecting DCG CSD's rights, as applicable, in and to the Licensed Marks. LICENSEE further agrees never to challenge, contest, or question the validity of DCG CSD's ownership of the Mark or any registrations thereof by DCG CSD.

**3.3 No Adaptation.** LICENSEE shall make no other use of any Licensed Marks except in the form as authorized through such prior written approval by DCG CSD and/or the third party designated by DCG CSD. LICENSEE shall likewise have no right to combine the Licensed Marks or use the Licensed Marks in combination with any other trademarks, designs or logos in any manner unless pre-approved in writing by DCG CSD. LICENSEE shall not adopt or use any mark, logo, insignia, design, trade name, corporate name, or URL/domain name that is, or is likely to be, confusingly similar to or could cause deception or mistake with respect to any of the Licensed Marks. LICENSEE will not use the Licensed Marks in a way that violates state or federal law.

**3.4 Payment** - LICENSEE will make a payment to DCG CSD in the amount of \$50 per year. The fee will be paid on a yearly basis to Dallas Center-Grimes Community School District. If payment is not received within 30 days of the annual renewal date, LICENSEE will be removed from the district's Non-Affiliated Vendor List and use of the logo must cease.

### **4. Quality Control.**

**4.1 Quality Standards.** In order to preserve the reputation and integrity of the Licensed Marks and the goodwill and value pertaining thereto, LICENSEE agrees that all products and services offered in conjunction with the Licensed Marks, as well as any advertising or promotion thereof shall be of a high standard and quality and shall conform to standards set by DCG CSD. LICENSEE agrees to submit in advance of its use all advertising and promotional materials, as well as goods bearing or sold under the Licensed Marks and any other documents which may permit DCG CSD to determine whether the goods and services and trademark use to meet the standards, specifications, and directions approved by Licensor. DCG CSD reserves all rights to object to any advertising or promotional materials and upon notice of said objection LICENSEE will stop production immediately.

**4.2 Injury to Mark.** LICENSEE shall not use the Licensed Marks in any manner that would have a tendency to dilute, disparage, denigrate or otherwise diminish the value, the goodwill or the reputation associated with DCG CSD and/or the Licensed Marks as may be determined by DCG CSD in its sole discretion, or which dilutes, disparages denigrates or otherwise diminishes the value of the Licensed Marks. LICENSEE shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the production, distribution, sale, and advertising of goods using DCG CSD Licensed Marks.

**4.3 Proper Designation:** LICENSEE agrees to comply with any requirements established by DCG CSD concerning the style, design, display and use of the Mark; to correctly use the trademark symbol TM or registration symbol ® with every use of the mark, to use the registration symbol ® upon receiving notice of registration of the mark from DCG CSD and to submit in advance of its use all advertising copy, labels, stickers or packaging to DCG CSD for pre-approval.

## **5. Termination**

Upon termination, LICENSEE may continue to sell existing inventory until existing inventory is sold, but not for a period exceeding six (6) months. After sale of such existing inventory, or six (6) months, (whichever occurs first), LICENSEE shall immediately stop using DCG CSD Marks.

## **6. Disclaimer of Warranty**

DCG CSD MAKES, AND LICENSEE RECEIVES, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATED TO OR ARISING OUT OF THE TRADEMARKS OR THIS AGREEMENT. THE TRADEMARKS ARE PROVIDED "AS IS," AND DCG CSD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ALL OTHER WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, UASAGE OF THE TRADE OR CUSTOM.

## **7. Survivability**

If any section, subsection or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other

section or provision and such invalid section or provision shall be deemed to be severed from the Agreement.

**8. Entire Agreement**

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties, both written and/or oral, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing and signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may be in conflict therewith.

9. Choice of Law This Agreement shall be governed by and interpreted in accordance with the laws of the State of Iowa, excluding its choice of law rules, and each party submits to the exclusive jurisdiction of the courts in the Southern District of Iowa.

## EXECUTION

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have caused this Agreement to be executed on the dates specified below whereupon it enters into full force and effect in accordance with its terms.

Dallas Center-Grimes Community School District, Licensor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_, Licensee

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_