



Hortonville Area School District Trademark License Agreement

This Agreement is by and between the Hortonville Area School District, 246 North Olk Street, Hortonville WI, 54944, and

("Licensee"): _____
(Address): _____

The effective date of this Agreement is (M/D/Y): _____

Background

- A. The Hortonville Area School District owns several trademarks. The Licensee named above seeks to use the following trademark _____.
- B. The Hortonville Area School District will permit Licensee to use the Mark under the terms and condition of the Agreement.

Agreed:

1. Grant

The Hortonville Area School District grants Licensee the non-exclusive right to use the Mark solely in connection with (describe nature of goods or services: i.e.: Apparel, mugs, fundraising activities, etc.):

Licensee may not use the Mark for any other purpose.

The license begins on the effective date of this agreement and lasts until the end of the current school term or until (M/D/Y) _____, whichever is earlier. This agreement will not automatically be renewed for additional periods of time.

Licensee may not alter the Mark in any way, but must use it as depicted on Exhibit A. Licensee may not assign or sublicense this license to a third party.

2. Fee

Licensee will pay the Hortonville Area School District on the following basis (initial choice):

- a) _____ No royalty will be charged if Licensee is associated with the Hortonville Area School District and the products and services it sells benefit the Hortonville Area School District (“Non-commercial Use”). *(For example: fundraising activities by a booster club.)*
- b) _____ A fixed fee of \$_____ per school year payable on execution of this Agreement and on any renewal date of this agreement.
- c) _____ A royalty based on gross revenue of products bearing the logo. The royalty rate is _____. (this percentage could be between 1-10%.) Royalties must be paid on a quarterly or annual (circle one) basis.

Payments should be sent to: Hortonville High School, 155 Warner Street,
Hortonville WI, 54944

3. Recognition of Ownership

Licensee acknowledges the Hortonville Area School District’s exclusive right, title, and interest in the Mark. The Licensee will not do anything to diminish the value of the Mark. Licensee’s use of the Mark will at all times insure to the benefit of the Hortonville Area School District.

4. Control and Indemnification

- a) Licensee will maintain the quality of the products or services bearing the Mark in the same condition as initially approved by the Hortonville Area School District. The Hortonville Area School District has the right at reasonable times to inspect the goods and services that Licensee provides under the Mark in order to maintain appropriate quality control.
- b) When Licensee creates advertising or promotional material that contains the Mark, Licensee shall send samples of the material to the Hortonville Area School District for review. If Licensee has not been notified of an adverse analysis within 30 days of delivery to the Hortonville Area School District, these samples will be deemed satisfactory under this Agreement. However, if notified by the Hortonville Area School District of any corrections, Licensee will promptly make changes in the material to conform to the Hortonville Area School District’s suggested changes.
- c) If Licensee is not related to the Hortonville Area School District, Licensee agrees to indemnify and hold harmless the Hortonville Area School District against any losses, damages, or expenses incurred as a result of claims related to services or products that Licensee sells to which the Mark is affixed.

5. Termination

- a) Either party may terminate this Agreement if the other party fails to perform any obligation under this Agreement and fails to remedy such default within 10 days after receipt of written notice.
- b) On termination or expiration of this Agreement, Licensee will cease use of the Mark and, at its discretion, the Hortonville Area School District may request the return of all materials/documentation bearing the Mark to the Hortonville Area School District.

6. Infringement

- a) Licensee agrees to notify the Hortonville Area School District of any unauthorized use of the Mark by others promptly as it comes to Licensee's attention. The Hortonville Area School District has the sole right and discretion to bring infringement or unfair competition proceedings involving the Marks.

7. Independent Contractor

- a) Each Party is an independent contractor and is not a legal representative of the other party. Neither party is authorized to do business in the other party's name or to obligate the other party in any way.

8. Waiver

- a) Failure of either party to enforce complete and punctual performance of any obligation of the other party is not a waiver of such party's right to enforce such obligation or a different obligation later.

9. Applicable Law

- a) This Agreement is governed by and shall be construed in accordance with the laws of the State of Wisconsin.

10. Amendments

- a) No modification or amendment to this Agreement shall have any force or effect, unless it is in writing and signed by both parties to this Agreement.

11. Notice

- a) Any notice required or permitted herein may be hand delivered, electronically transmitted, or mailed (registered or certified mail), and properly addressed to the party to be notified at the last known address given by such party to the other party. Notices will be deemed received on the day of transmission if sent by electronic transmission or facsimile provided that effective transmission is confirmed within 24 hours of transmission, or two business days after the date of posting if sent by an express delivery service.

Understood and Agreed:

LICENSEE

Hortonville Area School District

Signature

Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____