

# SEL LOGO - RETAIL LICENSE AGREEMENT

This License Agreement (this "Agreement") is made effective as of \_\_\_\_\_ between South Euclid Lyndhurst School District, 5044 Mayfield Rd., Lyndhurst, OH 44124 and \_\_\_\_\_. In the Agreement, the party who is granting the right to use the licensed property will be referred to as "SEL", and the party who is receiving the right to use the licensed property will be referred to as "\_\_\_\_\_". The parties agree as follows:

1. **GRANT OF LICENSE.** SEL owns the trademarked logos. In accordance with this Agreement, SEL grants a non-assignable, non-exclusive license to sell the SEL trademarked logos on apparel or other items as listed on this agreement. SEL retains title and ownership of the SEL logos. \_\_\_\_\_ acknowledges and agrees that it has no right, title, or interest in or to the SEL trademarked logos and shall make no claim to the SEL trademarked logos or market any items other than those pursuant to this Agreement (listed at bottom) and with the prior written consent of SEL. "\_\_\_\_\_" acknowledges that SEL is the exclusive owner of the SEL trademarked logos and related intellectual property rights and all such rights shall inure to the exclusive benefit of SEL. "\_\_\_\_\_" shall cooperate fully and in good faith with SEL for the purpose of securing and preserving SEL's rights to the SEL trademarked logos and related intellectual property. All rights other than those expressly granted in this paragraph are reserved to SEL. "\_\_\_\_\_" acknowledges that the SEL trademarked logos represent the goodwill that SEL has earned for itself and is well recognized in the minds of the local community, and that it is of great importance to SEL that in the manufacture, advertising and sale of the designated items in this agreement, the high standards, reputation and image established by SEL as a public school district of exceptional quality.

2. **PAYMENT OF ROYALTY.** "\_\_\_\_\_" will pay to SEL a royalty which shall be calculated as follows: 12% of the proceeds of gross sales of SEL logo'ed items at "\_\_\_\_\_." In addition, "\_\_\_\_\_" will provide preferential pricing to all SEL teams and groups for SEL trademarked logo and custom logo'ed items. The royalty shall be paid Quarterly, no later than the 30th of April, July, October, and January. With each royalty payment, "\_\_\_\_\_" will submit to SEL a written report that sets forth the calculation of the amount of the royalty payment, as well as such other detail as may be requested by SEL.

3. **RECORDS.** "\_\_\_\_\_" shall keep accurate records regarding the quantities of the trademarked logos that are sold. SEL shall have the right to audit, inspect, and copy such records from time to time after providing reasonable notice of such intent to "\_\_\_\_\_". "\_\_\_\_\_" shall make such information available at the address set forth above during normal business hours.

4. **MODIFICATIONS and/or LIMITATIONS.** Unless the prior written approval of SEL is obtained, which may be granted or withheld in the sole and absolute discretion of SEL, "\_\_\_\_\_" may not modify or change the SEL trademarked logos in any manner. In addition, "\_\_\_\_\_" shall not produce any item using the SEL trademarked logos that includes reference either directly or indirectly to any of

the following: Drugs or drug paraphernalia, alcohol, alcohol consumption and/or abuse, tobacco products and usage, sexual conduct, imagery, or inferences, profanity or inappropriate insensitive language, gambling, firearms and weapons, political and religious endorsements. All logo'ed items sold by "\_\_\_\_\_ " should be good quality and shall meet the specifications of SEL. " \_\_\_\_\_ " shall perform or cause to be performed, prior to the offer of any logo'ed items, all necessary tests required by applicable law to confirm the safety and effectiveness of the items and shall keep itself informed of safety requirements concerning products similar to the items and will promptly comply with all relevant laws applicable thereto.

" \_\_\_\_\_ " shall further take all actions required by any local, state or national agency, government or commission in connection with the items and shall otherwise act in compliance with applicable law. Without limitation of the foregoing, " \_\_\_\_\_ " shall not engage in any unfair or illegal trade practices or commit any acts or engage in any transactions that would reflect adversely upon the goodwill associated with SEL or the SEL trademarked logos.

**5. DEFAULTS.** If " \_\_\_\_\_ " fails to abide by the obligations of this Agreement, including the obligation to make a royalty payment when due, SEL shall have the option to cancel this Agreement by providing 30 days written notice to " \_\_\_\_\_ ". " \_\_\_\_\_ " shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period and there have not been any defaults in the previous twelve (12) months.

**6. INDEMNIFICATION.** " \_\_\_\_\_ " shall defend, indemnify and hold SEL harmless from and against any and all claims, suits, losses, liabilities, expenses and damages (including attorneys fees) arising out of or in any way connected with the design, creation, manufacture, sale, distributions, labeling or advertisement of any designated logo items by or on behalf of " \_\_\_\_\_ ", any alleged defect in any items or related to the items, any claim or harm or injury resulting from use of any such items, or the claim of any entity that actions taken or omitted to be taken by " \_\_\_\_\_ " bind or otherwise obligate SEL in any way. This duty to indemnify shall survive the termination or expiration of this Agreement. " \_\_\_\_\_ " shall also maintain at all times with reputable insurance companies reasonably satisfactory to SEL comprehensive general liability insurance in amount and form reasonably satisfactory to SEL.

**7. TRANSFER OF RIGHTS.** This Agreement shall be binding on any successors of the parties. " \_\_\_\_\_ " shall not have the right to assign its interests in this Agreement to any other party, unless the prior written consent of SEL is obtained, which may be granted or withheld in SEL's sole and absolute discretion.

**8. TERMINATION.** This Agreement may be terminated by either party by providing 60 days written notice to the other party. The agreement shall terminate on but shall be considered extended for one year terms if not cancelled prior to \_\_\_\_\_, or via the cancellation terms set forth herein.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. **AMENDMENT.** This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio.

Licensors: South Euclid Lyndhurst School District.

#### Primary Logos



**Official Font:** *New York to Vegas*

#### Official Colors



##### **Brown**

Pantone Black 4c

Pantone 4625u

HTML: 31261D

RGB: 49 38 29

CMYK: 41 57 72 90



##### **Athletic Gold**

Pantone 123c

Pantone 115u

HTML: FFC72C

RGB: 255 199 44

CMYK: 0 19 89 0

