

**NON-EXCLUSIVE LICENSE FOR USE OF
ROCKWALL COUNTY JEEP CLUB WORDMARKS**

THIS LICENSE AGREEMENT (hereinafter "Agreement") is entered into by and between the **Rockwall County Jeep Club**, a non-profit corporation organized under the laws of the State of Texas, having a principal place of business in Rockwall, TX (hereinafter referred to as ("Licensor") and _____ (hereinafter referred to as "Licensee");

WHEREAS, Licensor regularly uses the following Wordmarks in the public domain:

- Rockwall County Jeep Club
- Rockwall Co Jeep Club
- RoCo Jeep Club
- RoCo JC
- RCJC

all of which it has used in commerce and continues to use in connection with conducting various events and in printed materials and commercial merchandize associated with such events, including but not limited to T-shirts, shirts, sweatshirts, sweatpants, key chains, jackets, hats, caps, and stickers (hereinafter collectively "the Marks ").

WHEREAS, Licensee wishes to obtain a license to use the Marks indicated above, for the limited purpose of creating and commercially marketing promotional printed materials, clothing and other apparel bearing the Marks ("Licensed Products") in Rockwall County, and Licensor is willing to grant the License, subject to the terms and conditions herein.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. License and Limited Sublicense Grant.

- 1.1. **Limited License.** Provided that Licensee complies with the terms, conditions and provisions hereof, Licensor hereby grants Licensee a limited, non-exclusive, revocable, non-transferable license, with no right of sublicense (unless specifically provided for herein), to use the Marks selected in the list above, ("Licensed Marks") by placing the Licensed Marks on promotional printed materials, clothing and sports apparel for commercial sale within Rockwall County, TX, either directly by the Licensee, by third-party vendors, or the Licensor.
- 1.2. **Limited License to Sublicense.** Licensor hereby grants to the Licensee a limited, non-exclusive, revocable, non-transferable license to sublicense the Marks to third- parties with which Licensee has either: 1) contracted to provide advertising or promotional services for Licensee; 2) contracted to manufacture merchandise for Licensee; and, 3) contracted to distribute Licensed Products in connection with Licensee's promotional activities using the Licensed Marks as permitted herein. Licensee shall require all such third-parties to agree in writing to all terms and conditions necessary and appropriate to protect the Licensor's right, title and interest to the Marks; which shall include, but not be limited to, all applicable terms and conditions of this Agreement, and which shall also provide that Licensor shall be a third party beneficiary of each such agreement.
- 1.3. **Reservation of Rights.** Except for the limited license rights granted herein, (hereinafter collectively referred to as "Licenses") Licensor reserves to itself all right, title and interest in and to the Marks.

2. **License Requirements and Limitations.** The Licenses granted herein are granted subject to the following requirements and limitations:

2.1. **Compliance with Licensor Guidelines.** Licensor shall have absolute determination and control, in its sole discretion, over the design, redesign, modification, change, enhancement, improvement, authorized or unauthorized use, manner and degree of application, manner and extent of registration, maintenance, protection, enforcement, ownership, licensing, use and termination of the Licensed Marks. Licensee shall comply with all requirements set out in this Agreement in its use of the Licensed Marks.

2.2. **Geographic or Usage Limitations.** In the event Licensor determines that use of any Licensed Marks covered by this Agreement may in any particular manner or jurisdiction violate any applicable laws or regulations, be contrary to public policy or may subject Licensor or Licensee to any third party claims, legal proceedings, governmental investigations or proceedings, penalties or liabilities, Licensee agrees, upon receipt of notice and request from Licensor, to promptly cease and desist from all use of the Licensed Marks in such particular manner or jurisdiction.

2.3. **Specific Use Restrictions.**

2.3.1. The Licenses granted in this Agreement may be used solely in connection with the sale of promotional printed materials, clothing and apparel that have been permitted by Licensor to bear the Marks, and only for the duration granted, and are subject to the restrictions and obligations of Licensee set forth in this Agreement. Licensee shall not use the Licensed Marks: (a) in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with the Licensed Marks; (b) in any manner as would violate the rights of any third- parties; (c) in any manner as would result in any third-party claim or in any governmental investigation, claim or proceeding alleging unlawful or improper use of the Licensed Marks; (d) or on or in connection with any goods, services or activities except as permitted under the licenses granted in this Agreement.

2.3.2. The Licensed Marks may **not** be used in connection with any of the following:

- a) Any product that competes with any exclusive licensee of Licensor, either directly or indirectly;
- b) Any product that criticizes or disparages Licensor, or otherwise has a tendency to injure the reputation of Licensor;
- c) Any product or printed matter that promotes, describes or endorses activity or behavior that is unlawful or against Licensor policy;
- d) Any product or printed matter that promotes, describes or endorses activity or behavior that, if performed, would constitute a safety hazard beyond reasonable for the activities represented;
- e) Any product or printed matter that that promotes, describes or endorses activity, behavior, or beliefs that can reasonably be deemed offensive to any group of persons, including without limitation activity, behavior, or beliefs related to race, religion, ethnicity, sexual orientation, disability or age; or
- f) Any product or printed matter that contains a statement, speech, graphic, or textual work that is obscene, defamatory, or slanderous, subject to First Amendment limits.

2.4. **Inspection.** Licensor at all times during the term of this Agreement shall have the right at any time upon reasonable request to review any use of by Licensee of the Licensed Marks. Not later than ten (10) business days following a request by Licensor for review, Licensee will send samples or photos of the material requested to Licensor, in the manner requested in the notice.

- 2.5. **Nonconforming Goods, Services, Activities and Materials.** If Licensee becomes aware at any time that any goods, services, activities or materials with which it is using the Licensed Marks do not comply with the requirements of this Agreement, it will, at its sole cost and expense, immediately cease all use of the Licensed Marks on or in association with the nonconforming goods, services, activities or materials, as applicable, and shall immediately discontinue distribution of any non-compliant or nonconforming tangible items. Licensee will immediately remove the non-conforming Marks from all such tangible items, or if it is not feasible or is impractical to remove the non-conforming Marks from such items, destroy them.
- 2.6. **Third-Party Infringement.** Licensee will promptly notify Licensor if it becomes aware of any infringement of the non-conforming Marks by a third-party. Licensee shall have neither the right nor the obligation to prosecute any infringement claims against third-party infringers.
3. **License Fee.** Licensee will pay Licensor License Fee, if any are provided for in this Agreement, at the following address Rockwall County Jeep Club, 220 Saint Michaels Way, Rockwall, TX 75032, checks for License Fee and all other sums payable under this Agreement should be made payable to the Rockwall County Jeep Club and shall be accompanied by a copy of the signed License Agreement or marked as payment for Licensing Fee and applicable term. The License Fee should be calculated based on a schedule by product that will accompany this agreement.
4. **Term and Termination.**
- 4.1. **Term.** This Agreement shall be effective upon execution by both parties and continue in force and effect for one year. Thereafter the Agreement will be subject to renewal for subsequent one year periods unless sooner terminated by either party not later than thirty (30) days prior to the end of the initial or the then current term of its intention not to renew.
- 4.2. **Termination without Cause:** Either party may terminate this Agreement without cause and without penalty; thirty (30) days' after written notice is received by the non-terminating party from the terminating party ("Termination Effective Date"). Any License Fees prepaid prior to the Termination Effective Date shall be reimbursed by Licensor on a prorated basis.
- 4.3. **Termination with Cause.** In the event that the Licensee is in breach or default of any warranty, representation, or provision of this Agreement, Licensor may terminate this Agreement with cause, after providing written notice to Licensee setting forth the alleged breach or default, and providing Licensee with a "cure" period of thirty (30) days from Licensee receipt of such notice. In the event that Licensee is unable or unwilling to correct such breach or default to the reasonable satisfaction of Licensor during the "cure" period, this Agreement shall terminate automatically at the expiration date of the "cure" period. No waiver of any breach or default by Licensee of the Agreement shall be effective unless in writing signed by the Chair of the Rockwall County Jeep Club Board of Directors or his or her designee.
- 4.4. **Effect of Termination:** Upon termination of this Agreement for any reason, all rights granted hereunder to Licensee shall immediately and automatically revert to the Licensor, and Licensee shall immediately cease to produce new or additional Licensed Products bearing the Licensed Marks. Licensee may, however, continue to sell off or otherwise deplete its reasonable inventory of Licensed Products then existing as of the Termination Effective Date for a period not to exceed ninety (90) days from such date, PROVIDED that such inventory is in strict compliance with the requirements guidelines and restrictions this Agreement and have been previously approved by Licensor Representative. Any other use of the Licensed Marks after such termination will exceed the scope of the License granted hereunder and may constitute infringement of Licensor's intellectual property or other rights. If termination is "for cause" Licensee shall not be entitled to any reimbursement of pre-paid License Fees.

5. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY/INDEMNITY.

5.1. Warranties. THE LICENSED MARKS ARE PROVIDED “AS IS, WHERE IS”, AND NEITHER LICENSOR NOR ANY OF ITS EMPLOYEES, OFFICERS, TRUSTEES, EMPLOYEES, AGENTS, ELECTED OFFICIALS OR REPRESENTATIVES (THE “LICENSOR PARTIES”) MAKES ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE LICENSED MARKS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, CLEAR TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

5.2. Limitation Of Liability. THE TOTAL LIABILITY OF THE LICENSOR PARTIES UNDER THIS AGREEMENT FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE LICENSE FEE PAID BY THE LICENSEE FOR USE OF THE LICENSED MARKS.

5.3. Indemnification. Licensee hereby agrees to defend, indemnify and hold the Licensor Parties harmless against all liability, cost, loss, expense (including reasonable attorneys’ fees), or damages paid, incurred, or occasioned by any claim, demand, suit, settlement, or recovery against any Licensor Party, arising out of Licensee’s breach or claimed breach of this Agreement; the use of the Licensed Marks and/or Licensed Products by Licensee or any third party; the manufacture, distribution, advertisement or sale of Licensed Products; and for any alleged defects in the Licensed Products.

6. Licensor’s Remedies Upon Breach.

6.1. Remedies. If Licensee breaches this Agreement, including by exceeding the scope of the License granted herein, Licensor will be entitled to pursue all remedies available to it at law and/or equity. Without limiting the foregoing, Licensee agrees that any use different from that described in this Agreement will exceed the scope of the License granted herein and will therefore constitute a material breach of this Agreement. Licensor may elect to pursue any damages available to Licensor at law or equity. In any action brought by Licensor to enforce the terms of this Agreement or seek remedies for its breach, including Licensee’s exceeding the scope of the License granted herein, Licensor will be entitled to receive all attorneys’ fees and costs incurred in any such action. Licensee acknowledges that Licensee exceeding the scope of the License granted herein will irreparably harm Licensor, and that monetary damages arising from such a breach would be difficult to calculate. Licensor is, therefore, entitled to bring an action for temporary, preliminary, or permanent injunctive relief to prevent or stop any breach or threatened breach of this Agreement that involves exceeding the scope of the License granted hereunder, without need for posting of bond or other security.

6.2. Alternative Dispute Resolution. In the event that Licensor or Licensee shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute. Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties. In the event the Parties are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred. Venue for any mediation or lawsuit arising under this contract shall be in Collin County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is consent to suit.

7. Miscellaneous.

- 7.1. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Both parties submit to jurisdiction in Texas and further agree that any cause of action arising under this Agreement shall be brought in a court of competent jurisdiction in Rockwall County, Texas.
- 7.2. **Notice.** Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the “Mailbox Rule”), or when sent by a national commercial courier service such as Federal Express) for expedited delivery to be confirmed in writing by such courier at the physical addresses for the parties listed in the signature blocks below.
- 7.3. **No Third Party Beneficiaries and Immunity.** For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with Licensor or Licensee or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either Licensor or Licensee. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.
- 7.4. **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing executed by both parties that expressly states that it is changing the provisions of this Agreement. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 7.5. **Assignment.** Licensee may not transfer its rights or obligations under this Agreement in whole or in part to any third party without the prior written consent of the Licensor and any attempt to do so is **void**.
- 7.6. **Legal Authority.** The signatories of this Agreement for Licensor and Licensee each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Licensor and Licensee respectively, and to bind Allen and Licensee to all of the terms, conditions, provisions and obligations herein contained.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on this the ____ day of _____, 20__.

**LICENSOR:
ROCKWALL COUNTY JEEP CLUB**

LICENSEE:

By: _____
Mike Etherington, CHair

By: _____
Printed Name and Title

Address for Notice:
Rockwall County Jeep Club
Attn: Chair
220 Saint Michaels Way
Rockwall, TX 75032

Address for Notice:

