

LICENSE AGREEMENT

The Board of Education of the Gallipolis City School District, Gallia County, Ohio ("Licensor"), with its offices at 61 State Street, Gallipolis Ohio, and \_\_\_\_\_ ("Licensee"), a(n) \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, Ohio \_\_\_\_\_, as of the Commencement Date set forth below, agree as follows:

Definitions. For purposes of this Agreement, the following terms have the following meanings:

- a. Marks: \_\_\_\_\_
b. Licensed Articles: \_\_\_\_\_
c. Licensed Activities: \_\_\_\_\_
d. Commencement Date: \_\_\_\_\_
e. Renewal/Expiration Date: \_\_\_\_\_

- 1. GRANT OF LICENSE: Subject to the limitations set forth in this Agreement, the Licensor grants to the Licensee a non-exclusive license to use the Marks solely in connection with the manufacture and sale of the Licensed Articles for retail sale to the public in Gallia County, Ohio on a non-exclusive basis ("License") and in connection with other Licensed Activities specifically set forth above, if any. No license is granted under this Agreement for the use of the Marks for any purpose not directly connected with the Licensed Articles.
2. TERM: The initial term of the License begins on the Commencement Date and continues until the Renewal/Expiration Date unless sooner terminated under this Agreement. At the end of each term, the License is automatically renewed for a one-year term unless one party gives notice to the contrary to the other prior to the expiration of the then-current term.
3. LICENSOR'S TITLE, GOOD WILL, ETC.: During the term of this Agreement and after the expiration or termination of this Agreement, the Licensee agrees that it will not attack the title or rights of the Licensor in and to the Marks. The Licensee recognizes the value of the good will associated with the Marks, and acknowledges that the Marks and good will pertaining to the Marks and this Agreement, belong exclusively to the Licensor. The Licensee acknowledges that the Marks have a secondary meaning in the mind of the public.
4. QUALITY OF MERCHANDISE: The Licensee warrants that the Licensed Articles shall be of such high standard and style, appearance and quality as to protect and enhance the Marks and the good will relating to the Marks.
5. INDEMNIFICATION: During the term of this Agreement and after the expiration or termination of this Agreement, the Licensee shall indemnify the Licensor (and its board members, officials, employees and agents, in both their personal and professional capacities) and shall hold them harmless from any loss, liability, damage, cost or expense (including reasonable attorneys' fees) arising out of any claims or suits which may be brought or made against the Licensor (and its board members, officials, employees and agents, in their personal or professional capacities) arising out of: (i) any breach of any of the Licensee's warranties, representations or covenants under this Agreement or any allegations that, if true, would constitute such a breach; (ii) any use of any trademark, copyright, or design, except for those uses of the Marks that are specifically approved by the Licensor under this Agreement; and (iii) any alleged defects and/or inherent dangers (whether obvious or hidden) in the Licensed Articles or the use of the Licensed Articles.

6. TERMINATION: Either party may terminate this Agreement at any time for any reason by giving written notice of such termination to the other party.
7. EFFECT OF TERMINATION OR EXPIRATION: Upon the expiration or termination of the License, all rights granted to the Licensee under this Agreement shall revert to the Licensor, and the Licensee will refrain from further use of the Marks or any further reference to them, direct or indirect, or anything deemed by the Licensor to be similar to the Marks in connection with the manufacture or sale of the Licensee's products.
8. NO PARTNERSHIP OR JOINT VENTURE: Nothing in this Agreement shall be construed to place the parties in the relationship of partners or joint venturers, and the Licensee shall have no power to obligate or bind the Licensor in any manner whatsoever.
9. CONSIDERATION: The Licensee, which desires to use the protected Marks, and the Licensor, which desires to promote its reputation in the community while maintaining strict quality control and protecting the good will of its Marks, mutually agree that this Agreement is supported by good and valuable consideration, the sufficiency of which is hereby acknowledged.
10. MISCELLANEOUS: This Agreement is personal to the Licensee and shall not be assigned, sublicensed, franchised or encumbered. The Licensee shall at all times conduct all aspects of its business in compliance with all applicable federal, state and local laws and regulations and court and administrative decrees. This Agreement is made under the laws of the State of Ohio which laws shall govern the validity, operation and interpretation of this Agreement, and the parties agree to submit all disputes under this Agreement to state courts located in Gallia County, Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the Commencement Date set forth above or the date of acceptance by the Licensor set forth below.

LICENSOR: Gallipolis City School District

LICENSEE:

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date of Acceptance

[Adoption Date: May 19, 2004]