

<INSERT TRADEMARK LOGO HERE>

TRADEMARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between <Insert *TRADEMARK LICENSOR here*>, a <Insert State Here> limited liability company with an address at <Insert Address Here> (hereinafter "Licensor"), and <Insert Licensee Here>, with an address at <Insert Address Here> (hereinafter "Licensee").

WHEREAS, as a result of the expenditure of time, effort and money, Licensor has developed a unique product, system, service, and venue at <Describe Goods and Services Here>. In connection therewith, Licensor owns and operates a <Describe Trademarked Operations Here>

WHEREAS, in connection with the above, Licensor is the owner of registered and unregistered marks including <Insert Trademark Here>, its associated logos and slogans, and is the owner of any trademark applications and/or registrations therefore and all common law rights associated therewith ("Licensed Marks"), and certain trademarks, trade dress and trade secrets, marketing and merchandising techniques and materials, and methods of operation ("Licensed Materials"); and

WHEREAS, Licensee acknowledges the foregoing and their substantial value and wishes to enter into the business of operating a recreational service business using the Licensed Marks in association with the Licensed Materials in the location described in this Agreement; and

WHEREAS, Licensor is willing to license Licensee to use the Licensed Marks for use in connection with the Licensed Materials on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee an exclusive license to use the

Licensed Marks in connection with the Licensed Materials for the operation of a <Describe Trademarked Operations Here> business for retail sales to businesses and consumers only, in the location set forth in Section 2 of this Agreement.

2. LOCATION

As long as this Agreement remains in effect; Licensee shall have the license to operate at _____ and only at such address. Licensee shall not, without the prior written consent of Licensor, move its store or establish another retail location using the Licensed Marks or Licensed Materials.

3. TERM

The license hereunder shall be for a period of _____ () years, and will be automatically renewed for periods of two (2) years each unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the end of any term. Such notice will terminate this Agreement upon expiration of the then current term.

4. LICENSING FEE AND ACCOUNTING

(A) In consideration of the right and license granted to Licensee by Licensor under this Agreement, Licensee agrees to pay Licensor:

INSERT TERMS HERE

FOR EXAMPLE:

- i. Licensee shall pay an up-front nonrefundable license fee of \$5,000 which shall be deemed earned upon execution of this agreement.*
- ii. Licensee shall pay an up-front processing and legal fee of \$350.*
- iii. 5% of gross revenues of operations with a minimum quarterly payment of \$1,000.*
- iv. License Fees are due on or before the tenth day of the month following each calendar quarter.*
- v. Each payment shall be accompanied by a statement of Licensee's gross sales for the quarterly period; and a calculation showing the License Fees due.*
- vi. Late payments shall be assessed a late charge of \$150.00 plus*

18% per annum or the delinquent amount will be added to the License Fees.

vii. Payment of the License Fees shall be made by cash, money order, certified check, or wire transfer.

(B) Upon five (5) days notice to Licensee, Licensor, at its expense, shall have the right at any time during regular business hours, not more frequently than twice annually, to have a qualified accountant selected by Licensor, audit the records of Licensee to the extent necessary to verify Licensee's statements and payments of License Fees. Such records shall be made available to Licensor's accountant at Licensee's office located at the address stated above. Licensee shall cooperate with and assist Licensor's accountant for the purpose of facilitating such audit. If as a result of such audit, Licensor's accountant determines that the amount of License Fees due was greater than the amount reported by Licensee in a quarterly statement furnished pursuant to Section 4(A). Licensor shall promptly furnish to Licensee a copy of the report of its accountant setting forth the amount of the deficiency showing, in reasonable detail, the basis upon which such deficiency was determined. Licensee shall promptly remit to Licensor a sum equal to such deficiency so claimed, together with interest thereon at the rate of 18% per annum from the date such License Fees were due until the date of such remittance. In addition, if the audit reveals the underpayment by more than ten percent (5%) of the License Fees in any quarterly period, Licensee shall pay to Licensor the cost of such audit.

5. QUALITY CONTROL

(A) Licensee understands and agrees that it is an essential condition to the validity of this Agreement and to the validity of the Licensed Marks and Licensed Materials, as well as being an essential condition for the protection of the high reputation enjoyed by Licensor, that use of the Licensed Marks and Licensed Materials in Licensee's business operations be of high and consistent quality. Licensee agrees to maintain such quality standards as shall be prescribed by Licensor in the conduct of its business operations with which the Licensed Marks and Licensed Materials are used. Licensor shall have the right to approve all uses of the Licensed Marks on or in connection with the

Licensed Materials. Licensee grants to Licensor access to Licensee's offices with notice, during normal business hours, to determine whether Licensee is meeting Licensor's quality standards.

- (B) From time to time during the term of this Agreement. Licensee will provide, at Licensor's request, samples of the materials used in the provision of the Licensed Materials, and copies of all advertising, promotional or other materials bearing the Licensed Marks so Licensor can determine whether Licensee is using the Licensed Marks in compliance with this Agreement.
- (C) Licensee agrees to affix the appropriate notice on all packaging, advertising, or promotional materials for the Licensed Materials bearing the Licensed Marks, including either the use of the trademark notice symbol (™) of the trademark registration symbol ® or a statement to the effect that the Licensed Marks are the trademarks/registered trademarks of Licensor, as from time to time prescribed by Licensor.
- (D) The parties agree that Licensor's reputation, organization, and accumulated business experience and knowledge are unique and irreplaceable and that the use of their services by a competitor would cause irreparable harm to Licensor and that any breach or threatened breach by any of the Licensee of any provision of this agreement cannot be remedied solely by damages. Accordingly, in the event of a breach or threatened breach by any of the Licensee of any of the provisions of this agreement, Licensor shall be entitled to injunctive relief, without the requirement of posting a bond, restraining the Licensee involved and any business, firm, partnership, individual, corporation, or other entity participating in the breach or threatened breach. Nothing herein, however, shall be construed as prohibiting Licensor from pursuing any other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages, costs, and reasonable attorney fees. If any part of this agreement is found to be unreasonably broad, it shall nevertheless be enforceable to the extent reasonably necessary for the reasonable protection of Licensor.

6. OWNERSHIP

- (A) Licensee acknowledges that Licensor owns the Licensed Marks and that the Licensed Marks are valid marks. Licensee further acknowledges that the Licensed Materials are confidential and proprietary information of the Licensee, and agrees to execute a Confidentiality Agreement in the form attached in connection with their use.
- (B) Licensee will not, during the term of this Agreement or thereafter, challenge the validity of the Licensed Marks or the registration thereof, or Licensor's ownership of the Licensed Marks or registrations.
- (C) Licensee acknowledges that any good will generated by its use of the Licensed Marks pursuant to this Agreement inures to the benefit of Licensor, and does not create in Licensee any right to the Licensed Marks. Licensee agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Licensed Marks or Licensed Materials other than the right to use the Licensed Marks or Licensed Materials in accordance with this Agreement and Licensee agrees that it will not attack the title of Licensor to the Licensed Marks or Licensed Materials or attack the validity of this Agreement.
- (D) Each party shall not at any time, without the prior written consent of Licensor, acquire a registration or file and prosecute a trademark application or applications to register the Trademarks of the other, or any component, variation or derivation thereof, or any name or mark confusingly similar thereto, for any goods or services anywhere in the world. If a party at any time, without the prior written consent of the other, files or causes to be filed, in its own name or otherwise on its behalf, an application to register or otherwise takes steps under applicable laws to obtain trademark or other protection of the other's Trademarks in any country, territory or jurisdiction, the offending party shall either assign and transfer to Mark owner, without further consideration, all right, title and interest in or to the Trademarks in such country, territory or jurisdiction, or surrender and abandon such registration or application for registration.

7. NON-COMPETITION COVENANTS

(A) The Licensee agrees that during the course of this license agreement and for a period of three years after termination of this license agreement, the Licensee shall not, directly or indirectly, individually or in combination, for their own account or as an independent contractor, partner, joint venturer, member, investor, employee or otherwise, directly or indirectly, engage in or assist in any part of any related business competitive with the Licensor's business within a 50 mile radius of the Licensee's premises. The Licensee shall not, directly or indirectly, individually or in combination, employ or solicit the employment or engagement by others of any employees of Licensor or any of its affiliates using <Insert Trademark Licensee Here> technology and proprietary information. Licensee shall not, directly or indirectly, for themselves, individually or in combination, or as the agent of another person, firm, corporation, or other entity, canvas, solicit or accept business from any customer or account of Licensor or any of its affiliates using <Insert Trademark Licensee Here> technology and proprietary information. The Licensee acknowledge that the restricted period of time and the geographical area (50 mile radius surrounding the store location) specified above are reasonable, in view of the nature of the business.

8. INFRINGEMENT AND INDEMNIFICATION

(A) Licensee shall promptly notify the Licensor of all acts of any actual, alleged, attempted, or threatened infringements, imitations, or unauthorized use of patents, trademarks, Licensed Marks or Licensed Materials or unfair competition, which come to the Licensee's attention. Licensor shall have a reciprocal obligation. The party learning of such infringement or disclosure shall promptly notify the other party hereto in writing thereof providing factual details thereof. The Licensee may not take legal action relating to the Licensor's intellectual property on behalf of the Licensor without the Licensor's prior written consent.

(B) Licensor shall have the sole right, at its expense to bring any action on account of any such infringements, limitations or unauthorized use and Licensee shall cooperate with Licensor, as Licensor may reasonably request, in connection with any such action brought by Licensor. Licensor shall retain any and all damages, settlement and/or

compensation paid in connection with any such action brought by Licensor.

- (C) Licensee, at its expense shall defend and indemnify, and save and hold Licensor harmless from and against any and all liabilities, claims, causes of action, suits, damages including without limitation, suits for personal injury or death of third parties, and expenses, including reasonable attorneys' fees and expenses, for which Licensor becomes liable, or may incur or be compelled to pay by reason of Licensee's activities or breach of the terms of this Agreement, including but not limited to: (i) claims of infringement of any intellectual property right; or (ii) liability suits by direct or indirect customers of Licensee.

9. TERMINATION

- (A) In addition to termination of this Agreement as set forth in Section 3, Licensor may terminate this Agreement immediately if:
- (i) Licensee makes any assignment of assets or business for the benefit of creditors, or if a trustee or receiver is appointed to administer or conducts its business affairs, or if it adjudged in any legal proceeding to be either in voluntary or involuntary bankruptcy; or
 - (ii) Licensee's business is liquidated, sold, consolidated, merged, or in any other way is wound up; or
 - (iii) Licensee breaches, violates or otherwise fails to perform any obligation, covenant or undertaking under the License Agreement, and such breach, violation or failure is not cured within thirty (30) days after receipt by Licensee of written notification from Licensor of such breach, violation or failure.
- (B) Upon termination of this Agreement, Licensee shall immediately cease and desist from all use of the Licensed Marks and Licensed Materials in any manner. In addition, upon request of Licensor, Licensee shall destroy any promotional or proprietary materials bearing the Licensed Marks or Licensed Materials.
- (C) Termination of this Agreement does not release Licensee from its obligation to pay License Fees for all periods prior to the effective date of such termination. The obligations and provisions of Section 7 shall survive termination of this Agreement.

10. MISCELLANEOUS

- (A) In the event that one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, it will not affect the rights or obligations or enforceability of the remaining provisions of this Agreement.
- (B) This Agreement constitutes the entire understanding of the parties with respect to the matters within the scope of the Agreement and supersedes all oral or written representations or written agreements between the parties with respect to these matters. This Agreement shall not be modified except in writing agreed to and executed by both Licensor and Licensee.
- (C) This Agreement shall be governed by and interpreted under the laws of the State of New York without giving effect to any conflict of laws provisions. Any legal proceeding relating to this Agreement shall be brought in a state or federal court located in the County of Ontario, New York. The parties expressly and irrevocably consent and submit to the jurisdiction of each state and federal court located in the County of Ontario, New York in connection with any such legal proceeding.
- (D) All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors and permitted assigns of the parties hereto. The Licensee may not assign this Agreement and any attempted assignment shall be null and void.

(E) All notices and other communications required or permitted under this Agreement shall be in writing and will be deemed duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified or registered mail, return receipt requested, first class postage prepaid), to a party at the addresses first set forth above (or any other address provided by a party to the other party pursuant to the means set forth in this provision).

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the _____ day of _____, 2013.

Licensor: <Insert Trademark Licensee Here>

By: _____

Name: _____

Title: _____

Licensee: _____

By: _____

Name: _____

Title: _____