



LICENSE AGREEMENT

Article I
TERM AND TERMINATION

I.1 Term. The term of this Agreement shall be for the one year and automatically renew annually for an additional year unless terminated pursuant to Article III herein.

I.2 Termination. Licensor shall have the right to terminate this Agreement at any time pursuant to the terms and conditions of Article III herein.

Article II
LICENSE AGREEMENT

II.1 Non-Exclusive License. During the term of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-assignable right and license to use the above-depicted trademarks and the name “Pea Ridge High School” (collectively, the “Marks”) in connection with providing the sale of goods (“Products”). The limited licenses granted herein shall be applicable solely in the vicinity of Pea Ridge, Arkansas and only in connection with the promotion of Pea Ridge High School (collectively, the “Area”). Licensor shall retain the sole and exclusive right to use the Marks outside of the Area.

II.2 No Right to Sublicense. Licensee has no right under this Agreement to sublicense the Marks, and shall not sublicense the Marks, without the prior written consent of the Licensor.

II.3 Other Agreements. Licensor acknowledges that Licensee may enter into additional arrangements pursuant to which other entities may manufacture Products for benefit of Licensee, provided that any such arrangements do not adversely affect the license granted by Licensor herein, as determined at Licensor’s sole discretion.

II.4 License Fee. Licensee shall pay Licensor an annual license fee in the amount of:

<u>\$ 25</u>	1	Image for advertising
<u>\$ 100</u>	1	Product (not to exceed \$1000 in total sales)
<u>\$ 300</u>	2-3	Products (not to exceed \$2000 in total sales)
<u>\$ 400</u>	4 or more	Products (not to exceed \$3000 in total sales)

Such license fee is due and payable at the beginning of the term of this Agreement and each yearly anniversary thereafter.

Article III
QUALITY CONTROL

III.1 Quality Control. Licensor shall have the right to exercise quality control over Licensee’s use of the Marks and the Products to a degree reasonably necessary to ensure that such use meets the quality standards of Licensor and to protect the goodwill associated with the Marks.

III.2 No Material Deviation by Licensee. Licensee shall use the Marks on or in connection only with those Products that conform to the specifications and standards of quality which Licensor prescribes. Licensor shall be the sole arbiter and judge of whether Licensee has met or is meeting Licensor's specifications and standards of quality.

III.3 Samples. In order to verify compliance with Section 3.2 hereof, Licensor may from time to time require Licensee to submit samples of Products bearing the Marks for Licensor's review and approval. Licensor (or its designated employees or agents) shall also have the right to enter and inspect any of Licensee's business premises from which the Products are being sold, or in connection with which the Marks are being used, to determine whether Licensee's business is being conducted in accordance with Licensor's standards of quality.

III.4 Compliance With Laws. The Products provided by Licensee, and the advertising or promotional materials therefore, shall comply with all applicable ordinances, laws, and statutes governing the provision and promotion of the Products.

III.5 Remedies. Should at any time Licensor determine, in its reasonable discretion, that use of the Marks Licensee or the Products provided under the Marks are not compliant with Licensor's quality standards and specifications and/or are adversely affecting the goodwill associated with the Marks, Licensor shall have the right to: (a) require that Licensee amend its usage of the Marks and/or improve the Products as directed by Licensor to meet Licensor's standards of quality; (b) revoke the license granted herein in its sole discretion and upon written notice; and/or (c) terminate this Agreement.

3.6 Termination Without Cause. Licensor may terminate this Agreement at any time, without cause, upon ninety (90) days prior written notice.

III.6 Termination of Use. Upon the termination of this Agreement, Licensee shall promptly cease and desist using any Marks in any manner whatsoever.

Article IV **USE REQUIREMENTS**

IV.1 Licensee may not combine the Marks with any other marks, names or symbols unless it obtains Licensor's prior written consent.

IV.2 Licensee may not make any change in the presentation of the Marks as used on advertising or promotional materials, unless it obtains Licensor's prior written consent.

Article V **GENERAL PROVISIONS**

V.1 Modifications. There are no other agreements or understandings, written or oral, presently between the Parties for the use of the Marks granted to Licensee by Licensor. This Agreement shall not be modified or amended except by a written document executed by both Parties to this Agreement, and such written modifications shall be attached hereto.

V.2 Waiver of Provisions and Waiver. Any waiver of any terms and conditions hereof must be in writing, and signed by the Parties hereto. The waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms and conditions hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement with the Pea Ridge School District as of the ____ day of _____, 202__.

LICENSOR: (PRSD)

LICENSEE: (Person requesting license)
