

**COMMUNITY BRAND GUIDELINES AND
INTELLECTUAL PROPERTY LICENSE AGREEMENT**

THIS AGREEMENT is effective and entered into this ____ day of _____, 20____, by and between Seneca Industrial and Economic Development Corp. d/b/a SIEDC, a not-for-profit corporation organized and existing under the laws of the State of Ohio, located at 19 W. Market St., Suite C Tiffin Ohio 44883 (“Licensor”), and **[INSERT NAME OF Licensee, ENTITY TYPE, and ADDRESS]** (“Licensee”).

WHEREAS, Licensor is the sole and exclusive owner of the following copyright and trademark, as evidenced by U.S. Copyright Application No. 1-6622025311, filed with the U.S. Copyright Office on May 27, 2018, and U.S. Trademark Application No. 87/933,766, filed with the U.S. Patent and Trademark Office on May 23, 2018 (hereinafter the “Community Logo”).



WHEREAS, Licensee is desirous of using the Community Logo in connection with the goods and/or services identified hereinbelow:

WHEREAS, Licensor has the power and authority to grant to Licensee the right, privilege and license to use the Community Logo on or in association with the goods and/or services.

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee a non-exclusive, worldwide, fully paid license to use the Community Logo in accordance with the Community Brand Guidelines. It is understood and agreed that this license shall pertain only to the Community Logo and does not extend to any other works, marks, goods or services.

In consideration for the license granted hereunder, Licensee agrees to pay to Licensor the amount of **[TBD BY SIEDC]**.

Licensee may not grant any sublicenses to any third party without the prior written consent of the Licensor, which may be withheld for any reason. The license granted hereunder is only to Licensee and shall not be assigned by any act of Licensee or by operation of law unless in connection with a transfer of substantially all of the assets of Licensee or with the consent of Licensor.

2. TERM

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the effective date and shall extend for an initial term of one (1) year (the “Term”). This Agreement may be renewed for additional “extended terms,” each of one (1) year, by notification in writing by Licensor of its intention to renew the Agreement together with payment of the amount of **[TBD BY**

SIEDC] by Licensee prior to the expiration of the then in-effect Term.

3. TERMINATION

Licensor has the right to terminate this Agreement upon thirty (30) days written notice to Licensee. Upon the expiration or termination of this Agreement, all of the rights of Licensee under this Agreement shall terminate and immediately revert to Licensor, and Licensee shall immediately discontinue all use, sales, and manufacturing of the goods and/or services with the Community Logo at no cost whatsoever to Licensor.

4. QUALITY MAINTENANCE

Licensee agrees to supply Licensor with specimens of any and all uses of the Community Logo upon request. If the specimens are not in compliance with the Community Brand Guidelines and/or with the terms of this Agreement, Licensor shall provide written notification to the Licensee, and the Licensee shall modify the goods in accordance with the Community Brand Guidelines and the terms of this Agreement. If Licensee has not taken appropriate steps to comply within thirty (30) days after the notification by Licensor, Licensor shall have the right to terminate this Agreement.

5. JURISDICTION/DISPUTES

This Agreement shall be governed in accordance with the laws of the State of Ohio. All disputes under this Agreement shall be resolved by the courts of the State of Ohio. Licensee and Licensor agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available.

Licensee further agrees to defend and indemnify Licensor, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against Licensor based on the manufacture or sale of Licensee's goods and/or services displaying the Community Logo, including, but not limited to, actions founded on product liability.

If an action for infringement of the rights licensed in this Agreement is brought, each party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

6. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement.

7. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties. This Agreement shall take precedence over any other documents which may be in conflict with said Agreement. Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

SIEDC

[INSERT NAME OF Licensee]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____