



## JACK AND JILL OF AMERICA, INC. LOGO LICENSE AGREEMENT

This Non-Exclusive Use of Logo License Agreement ("Agreement") is made and entered into by and between **Jack and Jill of America Inc.** ("Logo Owner") with its principal office at 1930 17th Street N.W., Washington, D.C. 20009 and \_\_\_\_\_ ("Licensee") with offices located at:

**STATEMENT OF PURPOSE.** This Agreement will document the Logo Owner's grant of a nonexclusive license to the Licensee in the Jack and Jill of America Inc. asset referred to in **Exhibit 1**. The intended use by Licensee is made according to the terms and promises contained herein and as specified in the Application attached hereto as **Exhibit 2**.

In consideration of the terms and conditions contained in this agreement, the parties specifically agree as follows:

- 1. GRANT OF LICENSE.** Logo Owner grants to Licensee a non-transferable, nonexclusive license (the "License") in one copy of the Logo of the type described in Exhibit 1 attached to this agreement to be used by the Licensee for the specific purposes described in Exhibit 2 attached to this agreement. This agreement authorizes Licensee to use the Logo solely for the purposes stated in Exhibit 2 attached to this agreement. This Grant of License includes the right to make one copy of the Logo for archival and back-up purposes. The Licensee is restricted from any use of the Logo other than as expressly provided for in this agreement, including but not limited to, making any modifications, adaptations, enhancements or derivative works thereof. This grant of license does not authorize the Licensee the right to use, distribute or copy the Logo or to grant any third party such rights, other than as expressly stated in this agreement. In the event the Licensee provides a third party with a copy of the logo, the Licensee must provide written instructions to the third party that it is prohibited from using, copying, distributing, publishing, or printing the logo for any reason other than the specific work ordered by Licensee.

The Licensee must include on each and every order requesting copying, distributing, printing or publishing services the following instruction:

"The Licensee \_\_\_\_\_ agrees to limit the use of the logo and name Jack and Jill of America Inc. to printing or publishing the items in accordance with the terms of the License granted by the Logo Owner. The Licensee shall strictly adhere to these instructions and shall not use, or make any additional copy, distribution, publishing, or printing of the logo or name on any other items except those submitted by the licensee without the express written authorization from the National Headquarters Executive Director or National President of Jack and Jill of America Inc. or their designated representative." \_\_\_\_\_ Licensee's Initials

- 2. PAYMENT.** In exchange for the grant of License and subject to the terms and conditions of this agreement, Licensee shall pay Logo Owner a fixed, nonrefundable fee of \$1,500 payable upon execution of this Agreement. Delivery of the Logo described in Exhibit 1 and specifications shall be provided immediately upon contract approval. If applicable, a \_\_\_\_\_% (per cent) of the gross sale price of each article sold by Licensee during the term of this Agreement shall be due and payable to Logo Owner as outlined herein. Delivery of LOGO may be in the form of a camera-ready copy on paper, electronically or via a mutually agreed upon method of delivery. The payment is solely for Licensee's use of the Logo as provided in this agreement. In the event payment for a percentage of the gross sale price is due the Licensee agrees to submit to Logo Owner a written accounting detailing the gross sales of each article sold by the Licensee and the percentage of the gross sales due to Logo Owner. This accounting shall be submitted in writing each six (6) month period beginning on the first day of the term of this Agreement. In the event Licensee wants to increase the quantity of articles on which

the logo is to be manufactured, to expand the scope of use of the Logo, or to obtain an additional copy or change the form of the logo, an additional fee shall be negotiated between the parties.

3. **OTHER EXPENSES.** Licensee is responsible for all taxes, if any, imposed by reason of the transaction contemplated by this agreement.
4. **OWNERSHIP OF LOGO.** The Logo Owner represents and warrants that it is the owner of all Intellectual Property rights in the Logo described in Exhibit 1 to this Agreement and that it has the full power and authority to license the Logo according to the terms and conditions of this Agreement and that the license does not conflict with any other agreements or obligations to which it is bound. Nothing contained in this agreement shall grant to Licensee any rights, title or ownership interests in or to the Logo or in any copies thereof or in any copyrights, trademarks or other proprietary rights relative to the Logo and Licensee shall not have any right of access to the Logo original artwork. Licensee shall not remove, alter or otherwise obstruct any copyright notice or trademark or other proprietary right notice placed on the Logo.
5. **CONFIDENTIALITY.** Licensee acknowledges that the Logo contains confidential information and trade secrets developed and owned by the Logo Owner and Licensee agrees to treat such information as proprietary and confidential. Licensee further agrees that it will take all reasonable steps to prevent all parties under its control, including employees and independent contractors, from using, copying, or distributing the Logo other than as expressly authorized by this agreement or from creating or attempting to create the Logo art work or to modify the Logo, by decompiling, disassembling, reverse engineering or otherwise. Licensee shall take all reasonable steps to include a written notice on any material displaying the logo and any advertising or web site that logo is owned by Jack and Jill of America Inc. and that any use by a third party without the express written authorization by Jack and Jill of America Inc. is strictly prohibited and may subject the user to criminal penalties or civil liabilities. Licensee shall promptly notify Logo Owner of any known unauthorized use or disclosure of confidential information or trade secrets contained in or relating to the Logo. Licensee will reasonably cooperate with the Logo Owner in any litigation brought by the Logo Owner against third parties reasonably necessary to protect its Logo and related proprietary rights and confidential information.
6. **WARRANTIES.** THE LOGO OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT OR IN ANY PERFORMANCE HEREUNDER, AND LOGO OWNER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **INDEMNIFICATION.** Licensee agrees to indemnify, defend and hold Logo Owner harmless against any claims, damages or liabilities, including reasonable attorney fees, which may arise out of any action brought against Logo Owner arising from Licensee's breach of any term or condition in this agreement or by Licensee's use of the Logo in a manner which is in violation of the terms of this agreement. The Licensee's obligations hereunder will survive any expiration or termination of this agreement.
8. **TERM AND TERMINATION.** This agreement shall be for term not to exceed one calendar year, beginning on the date of execution of this Agreement and continuing until the last day of the calendar year of Agreement. This Agreement may be terminated sooner than the ending date in the event of either of the following:
  - a. the Licensee discontinues the use of the Logo, after providing 10 day written notice to Logo Owner, or
  - b. the agreement is terminated pursuant to the terms of this agreement, or
  - c. in the event one party materially breaches the terms of this agreement, the other party may terminate this agreement after giving a written notice to the breaching party informing them of the breach and a 10-day opportunity to cure such breach, or
  - d. either party 10-day becomes insolvent, files a bankruptcy petition or is otherwise unable to conduct, or

ceases to conduct, its business, or

- e. Logo Owner may, in its sole discretion, terminate this Agreement or modify your license to use the Logo(s).

In the event of termination of this Agreement by Logo Owner under this provision, the right of the Licensee to use and possess the Logo shall end and Licensee shall immediately, at the request of Logo Owner, return the Logo and all copies thereof, to Logo Owner or at the option of Logo Owner destroy the same and certify in writing that such destruction has occurred. The rights and obligations under Section 5 above shall survive any termination and continue to bind the parties to the terms contained in this Agreement contained therein. This Agreement shall not be renewable unless the additional term is mutually agreed upon and executed in writing by both parties.

Licensee shall immediately cease any and all use of the Logo(s) and any and all use of said logo(S) or any trademarks confusingly similar to the Logo(s).

**9. LIMITATIONS ON LICENSE.** Licensee agrees to comply with the following conditions of the license granted by this Agreement:

- a. Licensee may only use the Logo and Jack and Jill name in strict conformity with the standards as provided herein and as set forth on the official National Jack and Jill of America, Inc. website or at such other internet location on the world wide web as we may utilize to notify you. It shall be the responsibility of Licensee to remain informed of and compliant with any changes that are made that may affect the use of the Logo.
- b. Licensee will not knowingly use the Logo or name in any manner that may diminish its commercial value or make any representation that the Logo is owned by Licensee rather than by Logo Owner or challenge the validity of ownership of the Logo.
- c. All materials provided by Logo Owner to you under this Agreement and proprietary rights in all such materials shall remain the sole and exclusive property of Logo Owner, subject only to the non-exclusive rights granted to you under this Agreement.
- d. Upon request, Licensee shall furnish to Logo Owner without charge, samples of materials which display the Logo(s) or the Jack and Jill name. Logo Owner shall maintain the right to approve such items by providing written notice within thirty (30) days of receipt of said samples. Such notice may include reasonable changes or corrections that may be necessary to comply with Logo Owner's reasonable quality concerns. Licensee shall make reasonable changes or corrections within Thirty (30) days of receipt of Logo Owner's concerns. Logo Owner's failure to provide written notice of concerns shall constitute approval of the materials submitted.
- e. If Logo Owner, in its sole discretion determines that any materials used, distributed, sold or offered for sale or distribution by Licensee are unsatisfactory, either based on the quality of the materials or the depiction of the logos on the materials, then Logo Owner shall notify Licensee in writing. Licensee will have thirty (30) days from the date of receipt to implement reasonable changes and ensure that such changes are satisfactory to Logo Owner.

**10. RELATIONSHIP BETWEEN THE PARTIES.** Nothing in this agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties and neither party shall make any representation or warranty on behalf of the other party or incur any liability whatsoever in the name of, or for the account of, the other party.

**11. ASSIGNMENT.** The obligations, representations and warranties contained in this agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this agreement or any rights or obligations hereunder to the surviving corporation in a merger or consolidation to which it is a party.

12. **NOTICES.** Any notices required by this agreement shall be in writing sent by certified mail to the parties at the address set forth above or to the last known address of either party. Notices to Jack and Jill of America, Inc. shall be addressed to its Executive Director or the National President of Jack and Jill of America, Inc. c/o 1930 17th Street N.W., Washington, DC 20009.
13. **APPLICABILITY TO VENDOR/EXHIBITOR AGREEMENT.** In the event this Agreement is executed for the purpose of exhibiting/vending at a Jack and Jill of America Inc. convention, conference or meeting, a copy of this Agreement shall be attached to and made a part of the Vendor Application and Contract.
14. **GOVERNING LAW AND COST OF ENFORCEMENT.** This agreement shall be construed under and enforced in accordance with the laws of the District of Columbia. Any action commenced hereunder shall be filed in the District of Columbia. In the event either party brings a legal or equitable action to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney fees, incurred in bringing such action.
15. **SEVERABILITY.** In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.
16. **ENTIRE AGREEMENT.** This agreement and its attached Exhibits constitute the entire agreement and supersedes all prior agreements between the Logo Owner and the Licensee in respect to the subject matter herein. Except as stated herein, this agreement may not be modified unless agreed to in writing by all parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date written below. The parties acknowledge by their respective signatures below that each has read this Agreement, understand it, and agree to be bound by its terms and conditions. The individual signing below on behalf of a party represents and warrants that he/she is authorized to so act in that contracting authority.

AGREED TO:  
LOGO OWNER:

JACK AND JILL OF AMERICA, INC.

LICENSEE:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## JACK AND JILL OF AMERICA, INC. LOGO LICENSE AGREEMENT

### Exhibit 1

Descriptions of Logos:

#### A. Circular Logo:

Bold outer circle. Name Jack and Jill of America Inc. inside of outer circle at top and 1938 at bottom with one flower with stems between name and year. Thin line inner circle nearly underlining the name. Sun shining with sun rays in upper right just behind three hills in background. Solid dark image of child, mother, father, child holding hands.



#### B. JJ in Outline in Black Format Logo:



#### C. Name: JACK AND JILL OF AMERICA



JACK AND JILL OF AMERICA, INC.  
LOGO LICENSE APPLICATION  
Exhibit 2

1. Is Licensee a member of Jack and Jill of America Inc.?  yes  no  
If yes, state the name of the chapter and region: Chapter \_\_\_\_\_ Region \_\_\_\_\_

2. Licensee's Specific Purpose for use of Logo: \_\_\_\_\_

3. Will articles be used in conjunction with an official Jack and Jill of America, Inc. event?  
If yes, state the name and location of event \_\_\_\_\_  
If yes, state whether the article will be sold as part of a fundraiser?  yes  no

4. Description of material logo is to be used, displayed or printed, or made a part, for example:  
(check as many as applicable)

- |   |   |
|---|---|
| <input type="checkbox"/> Fabric material – t-shirts, canvas bags, briefcase | <input type="checkbox"/> Promotional material (pens, pencils, key chains) |
| <input type="checkbox"/> Stationery, greeting cards, thank you notes        | <input type="checkbox"/> Dishware, coffee mugs                            |
| <input type="checkbox"/> Jewelry, pins, bracelet charms, necklaces          | <input type="checkbox"/> Magnet   |
| <input type="checkbox"/> Wrappers, labels, paper bags                       | <input type="checkbox"/> Ceramics, pottery, figurines                     |
| <input type="checkbox"/> Brochures, pamphlets, binders                      | <input type="checkbox"/> Metals   |
| <input type="checkbox"/> Sign or banner                                     | <input type="checkbox"/> Plastic bags                                     |
| <input type="checkbox"/> Computer graphics, web page, web site              | <input type="checkbox"/> Candy, lollipops, cake                           |

Other: \_\_\_\_\_

5. How many articles will include logo?  1-100  101-500  more than 500

6. Sales Price of articles range from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

7. In what geographic market area will the articles be distributed? \_\_\_\_\_

8. What advertisement media will be used to distribute articles? \_\_\_\_\_

9. Logo cannot be displayed on a web site or downloaded on the internet without approval of Jack and Jill of America, Inc. Explain how you will limit the ability of an internet user to download the Logo.

10. Will articles be sold for commercial purposes?  yes  no

If yes, how will you notify third parties that the Logo is owned by Jack and Jill of America, Inc. and use of the logo is prohibited without the express written consent of Jack and Jill of America, Inc.?

11. What organization or individual will receive the proceeds from the sale of the articles?

Name of recipient \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Signature of Person completing this Exhibit 2: \_\_\_\_\_

Your relationship to Licensee?: \_\_\_\_\_

Your address and telephone number: \_\_\_\_\_

Your email address: \_\_\_\_\_

FOR INTERNAL USE ONLY

This application for logo use is  approved /  not approved for the following reason(s): \_\_\_\_\_