



# PONY BASEBALL AND SOFTBALL 2019 NONEXCLUSIVE LICENSE

PONY Baseball and Softball ("Owner"), hereby grants a nonexclusive license for the use of Owner's names, logos, and registered wordmarks (the "Licensed Marks") on or in association with products to be sold ("Licensed Products") to a company, group or individual whose name appears below ("Licensee").

Licensee is authorized to produce Licensed Products only for sale or supply to \_\_\_\_\_. No other use of the Licensed Marks is authorized. Licensee's organization MUST be a current and good standing member of PONY Baseball and Softball. **A \$25.00 Administration fee is due upon execution of this agreement. A royalty of 5% must be paid on all products bearing the "Licensed Marks" that are resold. If the product is not sold, then no royalty is due.**

Licensee agrees that all right, title and interest in the Licensed Marks shall remain exclusively with the Owner and that any use of the Licensed Marks will inure to the benefit of the Owner. Licensee further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contains or is at all derived from the Licensed Marks. Licensee agrees that all artwork, designs, or reproduction which are derived to any extent whatsoever from the Licensed Marks are works made for hire for the Owner and that any such work may only be performed by Licensee's employees.

Licensee warrants that the Licensed Products and all promotional, advertising, and packaging material will be of good quality in design, material, and workmanship and will be suitable for their intended purpose; that no injurious, deleterious, or toxic substances will be used in or on the Licensed Products; that the Licensed Products will not cause harm when used as instructed and with ordinary care for their intended purpose; and that Licensed Products will be manufactured and distributed in strict compliance with all laws and regulations.

Prior to distribution or advertisement, all Licensed Products must be approved by the Owner based on the quality of goods and the proper use of the Licensed Marks. Approval of a particular product(s) shall not be deemed an endorsement by the Owner of the usefulness or safety of the products bearing the Licensed Marks, nor shall such approval be deemed in any manner a guaranty or warranty of any nature with respect to the items approved. Licensee agrees to forward all artwork to the Owner for approval prior to production.

Licensee agrees to defend and hold Owner harmless from any and all claims, damages, liabilities and costs and damages of every nature relating to or arising out of the manufacture or sale of the Licensed Products.

**Licensee shall maintain throughout the term of the license, at its own expense and from a qualified insurance company, standard product liability insurance naming the Owner as additional insured. and shall forward an insurance certificate with the above information to Owner.**

Owner warrants to Licensee that the use of any of the Licensed Marks is free from any claim by any third party of infringement or unfair competition and the Owner shall not be liable to Licensee as a result of Licensee's activities under this agreement for any damage or cost incurred or paid by Licensee to any third party for such claims, judgments or settlements.

This license may be terminated prior to the stated expiration date by either party without cause on ninety (90) days' prior written notice to the other party. The Owner may terminate this license immediately if the Licensee breaches any of the conditions or provisions of this License and fails to cure within ten (10) days after notice from the Owner. Upon termination of this agreement, Licensee shall immediately cease and permanently desist from all use of the Licensed Marks. The parties agree that the Licensee's continued use of the Licensed Marks following termination of this agreement will cause irreparable harm to Owner and that legal remedies such as monetary damages will not adequately compensate such harm.

The Owner reserves the right to not grant a license to a prospective licensee. This agreement shall become effective upon execution by both parties and shall expire 12/31/2019.

## PRODUCT DESCRIPTION

Products you plan to produce that will bear the licensed Marks: \_\_\_\_\_

Material(s) from which product is made: \_\_\_\_\_

Method for applying the marks to the products [ ] Screen print [ ] Embroidery [ ] Other

By their execution the parties acknowledge that they have read, understood, and agree to the terms of this license.

### PONY Baseball and Softball

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

### Licensee PONY Organization \_\_\_\_\_

Org. Representative \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_