

# City of Broken Arrow

## Non-Exclusive Licensing Agreement

This licensing agreement (the "Agreement") made and entered as of \_\_\_\_\_ by and between City of Broken Arrow ("Licensor"), and \_\_\_\_\_ ("Licensee").

### RECITALS:

**WHEREAS**, Licensor has adopted and is using the City of Broken Arrow's names, designs, trademarks and logos ("Licensor's Marks") attached hereto as Exhibit "A"; and

**WHEREAS**, Licensor's Marks are registered with both the United States and the State of Oklahoma and are entitled to trademark protection under Common, Oklahoma, and federal law; and

**WHEREAS**, Licensee desires to use Licensor's Marks on merchandise produced, manufactured, or sold by Licensee.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is agreed that:

1. **Grant of License** -The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, right and license to use the Licensor's Marks on or in connection with the manufacture, distribution, or sale of the following merchandise: T-shirts, sweatshirts, mugs, keychains, hats, and other agreed upon merchandise ("Merchandise"). All rights not specifically granted and licensed to the Licensee hereunder are reserved by the Licensor.
2. **Licensing Fee** - Prior to using the Licensor's Marks, the Licensee shall pay the Licensor a royalty fee of \$250 annually.  
Those businesses owned and operated in Broken Arrow City limits shall pay a reduced royalty fee of \$250 annually. Licensing fee shall be made payable to:

*City of Broken Arrow*  
*P.O. Box 610*  
*Broken Arrow, OK 74013*

3. **Ownership and Title** - Licensee hereby acknowledges the validity of the Licensor's title and ownership of the Licensor's Marks and agree not to contest or in any way dispute said title and ownership. Licensee acknowledges the existence and value of Licensor's good will in the Licensor's Marks and that the goodwill generated by Licensee shall inure to the benefit of Licensor and shall be the exclusive property of Licensor, regardless of the duration of this license, or the extent of use of Licensor's Marks by Licensee.

4. **Quality Control** -The Licensee shall only use the Licensor's Marks in connection with products meeting the standards, specifications and qualities established by, or reasonably acceptable to, the Licensor. The Licensor shall have the right, at reasonable times, to inspect, from time to time, the Licensee's goods employing the Licensor's Marks to determine that they are of the proper and acceptable quality. Before initial printing of Licensor's Marks on any garment or product, Licensee shall be required to deliver a sample copy or prototype of the Licensed Merchandise to Licensor's Communications Team or designee at the Notice Address for Licensor's prior approval. No use of Licensor's marks or sale of Licensed Merchandise shall be made prior to receipt of such approval. **Licensor reserves the right to reject any and all designs, in their sole discretion.**
5. **Trademark Designation** - Depictions of the Licensor's Marks which are based on trademarks or servicemarks of City of Broken Arrow shall be exhibited with a notification of trademark. Such notification shall consist of ®.
6. **No Agency or Endorsement** - Licensee agrees that it will not state or imply that Licensees products are endorsed, supported by, or sponsored by Licensor. Nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relationship between the parties and neither party shall hold itself out as such.
7. **Indemnification and Hold Harmless Provision** - Licensee shall defend, indemnify, and hold harmless Licensor, its officers, employees and agents from and against any losses and expenses (including attorneys' fees, expert witness fees, and other costs and expenses), claims, suits, or other liability, including claims based on product liability, resulting from injury to or death of any person or damage to property arising out of or in any way connected with the use of the license granted by this Agreement, provided such injuries to persons or damage to property are due to the acts or omissions of Licensee, its officers, employees, or agents, or the products manufactured or sold by Licensee.
8. **Termination** - Licensor shall have the right to terminate this Agreement at any time, which be immediately effective or upon breach of any of its terms by Licensee, and such termination shall be effective immediately upon occurrence of the breach. Licensor may terminate the agreement immediately upon the occurrence of any of the following, including (i) non-payment of any royalties, fees, or costs required to be paid under this Agreement; (ii) the insolvency (however expressed or indicated), or bankruptcy of the Licensee; (iii) any assignments or receivership of, whether in or out of court, or any proceedings in bankruptcy or for the relief of debtors or readjustment of debts filed by or against Licensee; (iv) any use of the Licensor's Marks in a manner which does not meet the standards of the Licensor or which are unacceptable to Licensor; or (v) upon failure of the Licensee to keep and perform any covenant herein contained. In addition, Licensor and Licensee shall have the right to terminate this Agreement at any time, with or without cause, by providing ninety (90) days' prior written notice to the other party. Upon termination, Licensee shall cease all use of the Licensor's Marks and all further sale of Licensed Merchandise.
9. **Term of Agreement** -The initial term of this Agreement shall be for one (1) year, beginning on \_\_\_\_\_ through \_\_\_\_\_. Thereafter, this Agreement shall not automatically renew.

10. **Infringement** - Licensee agrees to inform Licensor of any known use of Licensor's Marks by any third party which is not using the Licensor's Marks under a license with the Licensor.

(a) **Notice.** Any notice permitted or required to be given under the terms of this Agreement shall be deemed to have been received when delivered in person or when mailed by registered first class mail, return receipt requested to the address given below, or to such other address as may be designated from time to time during the term of this Agreement (the "Notice Address").

If to Licensor:

*City of Broken Arrow  
P.O. Box 610  
Broken Arrow, OK 74013*

If to Licensee:

11. **Miscellaneous -**

(a) **Claims** - In any action to enforce the terms and conditions of this Agreement or to recover damages for its breach, the prevailing party shall be entitled to recover its attorneys' fees expended, expert witness fees, mediation fees and all other costs and expenses associated with the claim or cause of action from the non-prevailing party. Furthermore, this Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Oklahoma, and any claim or cause of action, of any nature, relating to this Agreement, shall be brought in any court of competent jurisdiction having Tulsa, Oklahoma, within its judicial circuit or district.

(b) **Non-Assignment** - This Agreement may not be assigned by Licensee to any person, firm, corporation, trustee, receiver, or any other person capable of receiving an assignment, without the prior written consent of the Licensor.

(c) **Authority to Enter Into Agreement-** Licensor and Licensee represent that the representative signing this Agreement on its behalf is duly authorized and has full authority to execute and deliver this Agreement on their behalf.

(d) **Entire Agreement** -This Agreement constitutes the entire agreement of the parties with regard to the subject matters addressed herein. The Agreement supersedes all prior or contemporaneous agreements, discussions, or representations, whether oral or written. This Agreement cannot be amended, except by a writing signed by all parties.

(e) **Enforceability-** If any provision of this Agreement should be held unenforceable or invalid for any reason by a court of competent jurisdiction, such provision shall be modified or deleted in such a manner as to render this Agreement, as modified, legal, and enforceable to the maximum extent permitted by law.

City of Broken Arrow

By: \_\_\_\_\_

- "LICENSOR"

Date: \_\_\_\_\_

By: \_\_\_\_\_

- "LICENSEE"

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_