

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (Agreement) is entered into by and between the City of Dunedin, Florida, a municipal corporation, at 542 Main Street, Dunedin, Florida 34698 (the City), and [Name of Corporation/Legal Entity:] _____

(Name must be as registered with Florida Department of State Division of Corporations, www.sunbiz.org).

[Address] _____ [Phone Number] _____

[E-mail Address] _____ (Licensee), effective as of the date of last signature (the Effective Date).

Whereas, the City holds exclusive rights in certain trademarks and related designs as shown in Exhibit A attached hereto; and

Whereas, Licensee desires to use the City's trademarks and related designs in association with the purpose listed in Exhibit B attached hereto;

Now therefore, in consideration of the mutual covenants and undertakings set forth in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 1. Definitions

- 1.1 The term Licensed Marks, as used in this Agreement, means those marks identified on **Exhibit A** and attached to this Agreement.
- 1.2 The term License Purpose, as used in this Agreement, shall mean those products, services, and other purposes listed in **Exhibit B** and attached to this Agreement;
- 1.3 The term Licensed Products or Licensed Services shall mean those products or services authorized in accordance with the License Purpose and actually developed, sold or marketed by Licensee.

Section 2. License Grant

- 2.1 Subject to the terms of this Agreement, the City grants to Licensee a limited, revocable, non-exclusive, royalty-free license to use the Licensed Marks only in association with the License Purpose. The parties acknowledge and agree that the grant of this license does not otherwise entitle the Licensee to do business with or within the City without obtaining permits and licenses otherwise ordinarily required.
- 2.2 Licensee shall have no right to assign or sublicense any rights to use the Licensed Marks. Licensee may not transfer the rights under this Agreement to any other party without prior approval from the City.
- 2.3 Subject to the terms of this Agreement, Licensee may authorize manufacturers to produce products bearing the Licensed Marks in accordance with the License Purpose. Licensee is responsible for ensuring that any products developed and any actions taken by the manufacturers satisfy all the requirements of this Agreement. Licensee assumes all responsibility for any manufacturers' actions relating to the use of the Licensed Marks and the manufacture, sale or distribution of Licensed Products or Services.
- 2.4 As a condition of this Agreement, Licensee must annually, or upon the demand of the City, provide to the City a current list of corporate names, addresses, and contacts of all manufacturers involved in the production of Licensed Products.

Section 3. Use of Licensed Marks and Quality Control

- 3.1 Licensee agrees that in the exercise of its rights under this Agreement, it will not state or imply either directly or indirectly that Licensee or Licensee's activities are supported, endorsed or sponsored by the City, except where required by this Agreement. Licensee agrees not to use the name or trademarks of the City in its business or affairs other than in the performance of its rights and obligations under this Agreement.

- 3.2 Licensee agrees to abide by City's Branding Manual.
- 3.3 Licensee agrees that it will not alter, modify, dilute or otherwise misuse the Licensed Marks, or bring them into disrepute.
- 3.4 All Licensed Products and Services must be of a quality acceptable to the City. The City has a right through its employee(s) or designated representative(s) during normal business hours to inspect the facilities and product inventory of Licensee to ensure that Licensee is maintaining an acceptable level of quality and to verify compliance with this Agreement.
- 3.5 Licensee acknowledges that products or services affiliated with the Licensed Marks of inferior quality in design, material, workmanship or service would impair the substantial goodwill that the City possesses in the Licensed Marks. To ensure Licensed Products and Services are of sufficient quality to preserve such goodwill, upon the City's request, Licensee must supply the City, at no cost and with no obligation to return, suitable specimens of its use of the Licensed Marks. The City will have two (2) weeks from receipt of such samples in which to reject the sample. In absence of rejection, or upon written acceptance, the sample will be deemed accepted as sufficient in quality under this Agreement. The Licensee may apply the Licensed Marks to products and services manufactured or provided in accordance with corresponding samples previously accepted by the City an which have substantially the same relative quality as the samples. Provided, however, that the Licensee may request alteration by furnishing to the City further samples in accordance with this provision of any product or service that it desires to change the quality, style, and/or appearance thereof.
- 3.6 Licensee agrees that its use of the Licensed Marks inures to the benefit of the City and that Licensee acquires no rights in the Licensed Marks.

Section 4. Default and Termination

- 4.1 In the event Licensee becomes insolvent, makes any assignment for the benefits of creditors, or is subject to any bankruptcy or receivership proceedings, or in the event either party fails to comply with its obligations under this Agreement, the other party may serve a Notice of Default on the defaulting party. If the default is not cured within thirty (30) days from the service of the Notice of Default, the other party may then serve its Notice of Termination, and this Agreement will be automatically terminated upon service of said Notice of Termination.
- 4.2 Either Party may terminate this Agreement at any time without cause with two (2) months' written Notice of Intent to Terminate. In such event, this Agreement will automatically terminate two (2) months after service of said Notice of Intent to Terminate.
- 4.3 Unless sooner terminated pursuant to the above provisions, this Agreement shall remain in effect through the License Term described in Section 9, below.

Section 5. Effect of Termination

- 5.1 Upon expiration or termination of this Agreement, all rights granted to Licensee hereunder will cease, and Licensee must refrain from further use of Licensed Marks or any other mark or name the City reasonably deems to be similar to the Licensed Marks. Licensee acknowledges that failure to comply with this provision will result in immediate and irreparable harm affording injunctive and any and all other appropriate relief to the City.
- 5.2 Upon expiration or termination of this Agreement, Licensee shall not operate its business in any manner that would falsely suggest to the public that this Agreement is still in force, or that any relationship exists between Licensee and the City.

Section 6. Enforcement

- 6.1 Licensee shall not institute any proceedings for infringement of the Licensed Marks.
- 6.2 Licensee must cooperate fully and in good faith with the City in the event any infringement proceedings by or against any third party arising out of or related to any use of the Licensed Marks. Licensee shall not challenge, directly or indirectly, the City's right, title, or interest in the Licensed Marks.

Section 7. Indemnity

- 7.1 Licensee agrees that it is wholly responsible for all products or services manufactured, offered or rendered by it, and that the City shall have no liability for any items, including any Licensed Product or Service, manufactured, offered or rendered by Licensee.
- 7.2 Licensee agrees to indemnify and hold harmless the City, its officers, employees, and agents thereof, from any claims, demands, causes of action, and damages, including reasonable attorney’s fees, caused by or arising out of use of any Licensed Mark or workmanship, material or design of any product or service related to the Licensed Marks, including without limitation claims or actions for product liability, patent, or copyright infringement.

Section 8. Representations and Warranties

- 8.1 Each party represents and warrants that its entry into this Agreement has been duly authorized by all necessary action, is lawful, and does not violate any other agreement to which it is a party.
- 8.2 Each party further represents and warrants that its business conduct in performing under this Agreement will conform to all applicable and valid laws, rules, and regulations.
- 8.3 To the knowledge of the City, the Licensed Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and each Licensed Mark is valid and enforceable.

Section 9. License Term

- 9.1 This Agreement shall continue in full force and effect for three (3) years from the Effective Date unless otherwise terminated by operation of law or by the acts of the parties in accordance with the terms of this Agreement; provided that Licensee is in good standing and is in compliance with all terms of the Agreement.

Section 10. Notices

- 10.1 All notices, requests, demands, deliveries and other communications which are required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, or when mailed, registered or certified first class postage pre-paid, set forth below:

If to the City, to:

City of Dunedin
 737 Loudon Avenue
 Dunedin, FL 34698
 Attn: Robert Ironsmith, Director of
 Economic Development

If to Licensee, to:

With a Copy to:

Trask, Metz & Daigneault LLP
 Attn: Thomas J. Trask, City Attorney
 1001 South Fort Harrison Ave., Suite 201
 Clearwater, FL 33756

Section 11. Miscellaneous

- 11.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter of the Agreement and supersedes all proposals, oral or written, and all negotiations, conversations, commitments and other communications between the parties with respect to the subject matter of this Agreement.
- 11.2 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, then the validity of the remaining provisions shall not be affected by such a holding.

- 11.3 The parties intend to establish a licensee-licensor relationship by this Agreement. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship.
- 11.4 This Agreement may not be modified except by a written agreement signed by the duly authorized representatives of Licensee and the City.
- 11.5 This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original and all of which counterparts taken together shall constitute the same instrument.
- 11.6 This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be construed for or against either party as the drafter.
- 11.7 Failure by either party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such party's rights to enforce such provisions at a later time.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first above written.

**SIGNATURE OF OFFICER
OF CORPORATION (See Note below)**

CITY OF DUNEDIN SIGNATURE

Licensee

Robert C. Ironsmith
Director, Economic Development Department
City of Dunedin
1415 Pinehurst Road
Dunedin, Florida 34698

PRINTED NAME

Witness

Witness

Date

NOTE: Agreement must be signed by registered Officer of Corporation as listed under the Florida State Division of Corporations, www.sunbiz.org.

**EXHIBIT A
LICENSED MARKS**



**EXHIBIT B
LICENSE PURPOSE**

The Purpose of this License is: _____

In contemplation of that purpose, the following is an exhaustive list of potential products and services contemplated by the Agreement: _____

Location of where the products and services will be sold or advertised:

Physical address: _____

Internet (web address): _____

Notwithstanding anything in the Agreement or this Exhibit to the contrary, in recognition of the Purpose, stated above, and the City's goodwill in the Licensed Marks, the following items are excluded from the Agreement and may not be used with any of the Licensed Marks:

- Items for official City business purposes and official City meetings or ceremonies,
- Alcoholic beverages;
- Tobacco and smoking products;
- Food products;
- Sexually oriented goods;
- Health-care products and toiletries;
- Goods and services related to gambling, lotteries, sweepstakes;
- Religious or burial goods and services;
- Products and services of a political nature;
- Goods making unfavorable references to race, religion, sex, national origins or handicaps;
- Firearms and weapons;
- Taxi or transport services.