



JACK AND JILL OF AMERICA, INC. LOGO LICENSE AGREEMENT

This Non-Exclusive Use of Logo License Agreement ("Agreement") is entered into this _____ day of _____, 20____, 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 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 as the following: (check the applicable item) _____ A. Circular Logo (the "Logo"); _____ B. JJ in Outline in Block Logo; _____ C. Name "Jack and Jill of America Inc.". 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 instruct the third party that it is prohibited from using, copying, distributing, publishing, or printing the logo for any reason other than the specific work the licensee ordered.

The licensee shall 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 fee of \$1,500 payable upon execution of this Agreement and delivery of the Logo described in Exhibit 1, and if applicable, a _____ % (per cent) of the gross sale price of each article sold by Licensee during the term of this Agreement. Delivery may be in the form of a camera-ready copy on paper, in a file on a computer floppy disk or CD or other mutually agreed upon form. 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 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 AGAINST INFRINGEMENT CLAIMS. 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 OF AGREEMENT AND TERMINATION. This agreement shall be for term not to exceed one year, beginning on the ____ day of _____, 20____ and continuing until the 31st day of December 20____. This term may be terminated sooner than the ending date in the event the Licensee discontinues the use of the Logo, after providing 10 day written notice to Logo Owner, or the agreement is terminated pursuant to the terms of this agreement. 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 the breach. Either party may terminate this agreement if the other party becomes insolvent, files a bankruptcy petition or otherwise is unable to conduct, or ceases to conduct, its business. 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 agreements contained therein. This Agreement shall not be renewable unless the additional term is mutually agreed upon and executed in writing by both parties.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 first above written. 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 Block 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)
- 1. Fabric material – t-shirts, canvas bags, brief case _____
 - 2. Stationery, greeting cards, thank you notes _____
 - 3. Jewelry, pins, bracelet charms, necklaces _____
 - 4. Wrappers, labels, paper bags _____
 - 5. Brochures, pamphlets, binders _____
 - 6. Sign or banner _____
 - 7. Computer graphics, web page, web site _____
 - 8. Promotional material (pens, pencils, key chains) _____
 - 9. Dishware, coffee mugs _____
 - 10. Magnet _____
 - 11. Ceramics, pottery, figurines _____
 - 12. Metals _____
 - 13. Plastic bags _____
 - 14. Candy, lollipops, cake _____
 - 15. 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: _____

FOR INTERNAL USE ONLY

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