

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

**LICENSE AGREEMENT
(Royalty-Free/School-Related)**

Subject to the following terms and conditions, Pearland Independent School District (“Pearland ISD” or “District”) gives consent to the following individual or group (“Licensee”) to use Pearland ISD’s trademarks and word marks (“Marks”), whether or not registered, on the goods, products, signage, promotional materials, and/or advertising displayed, manufactured, or sold by the LICENSEE.

1. Licensee. The Licensee is _____.

Address and contact information for Licensee:

_____.

2. Grant. Pearland ISD grants Licensee the non-exclusive, non-assignable, non-sub-licensable right to manufacture and sell the licensed product(s) carrying the trademarks in the State of Texas only.

3. Scope of License. The Licensee may use the Marks in the manufacture, sale, and distribution of clothing, sporting goods, banners and school spirit items, housewares, and school or office supplies. The Licensee also may display the Marks in promotional advertising and on the Licensee’s web site. The Marks may used for school-related activities or school business only. Licensee will not use the Marks for any other purpose.

4. Term. The term of this Agreement shall be for one year. The Agreement will automatically renew for additional one-year periods, unless either party terminates the Agreement in writing at least 30 days prior to the end of the current term.

5. Trademark Identification and Ownership. Pearland ISD owns the trademarks and word marks, including Pearland Oilers™ and Dawson Eagles™, identified in Schedule A. Licensee recognizes their substantial value and associated goodwill. Licensee will not alter, modify, dilute or misuse the Marks, bring them into disrepute, or challenge Pearland ISD’s rights in them.

6. Samples, Quality Control, and Approval Rights. To ensure that the Marks are used only in a manner as permitted by this Agreement, Pearland ISD may require Licensee to deliver to Pearland ISD representative samples of all licensed merchandise bearing the Marks. Licensee will take reasonable corrective action in response to Pearland ISD’s objections, if any.

7. Trademark Notice. Licensee will affix Pearland ISD’s trademark and copyright notices, together with a legend stating that the Marks are used under license from Pearland ISD. Merchandise must reflect the “TM” symbol. If display of the TM symbol is not practical due to the nature of the merchandise, then the TM symbol shall be displayed on an appropriate hang-tag or sticker.

8. Prohibited Uses. Licensee shall not use Pearland ISD's trademarks in connection with or as part of merchandise that promotes or depicts alcoholic beverages; tobacco and smoking-related products; inherently dangerous products such as firearms, knives, and explosives; nudity or sexual activity; products related to gambling; and controlled substances and paraphernalia. Licensee shall not use the Marks in the production or sale of undergarments. Additionally, Pearland ISD's Marks may not be used in any way that discriminates against any person or group based on race, color, sex, age, national origin, disability, or religion.

9. Disclaimer of Partnership and Joint Venture. Licensee is an independent contractor, not an agent or employee, of Pearland ISD. Pearland ISD is not liable for Licensee's acts or omissions. This is not a franchise agreement and does not create a partnership or joint venture.

10. Trademark Protection. Licensee will not attempt to register the Marks and will cooperate with Pearland ISD in protecting, defending, and registering them.

11. Artwork. If requested by Pearland ISD, Licensee will submit any new designs or artwork prepared by or for it, incorporating the Marks, to Pearland ISD for written approval prior to use.

12. Products Liability and Indemnification. Licensee agrees that Pearland ISD is not responsible for the licensed product(s). Licensee shall indemnify and hold harmless Pearland ISD and its affiliated entities and members of their governing board and their respective officers, employees and agents, from any and all claims, suits, damages, attorneys' fees, costs and expenses, arising from Licensee's performance and activities under this license, whenever and however asserted or established, whether or not there is negligence on the part of Pearland ISD. The parties agree that this paragraph survives termination of the license agreement.

13. Termination. This license may be terminated by:

- (a) either party, without cause, upon 30 days written notice; or
- (b) Pearland ISD immediately if Licensee breaches this license.

14. Cessation. On termination of this agreement, Licensee will immediately stop using the Marks.

15. Remedies. Licensee acknowledges and agrees that Pearland ISD has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Pearland ISD, whether derived from this Agreement, from statute, or common law, as a result of or in connection with the Licensee's breach of this Agreement, misuse of the Marks, or any other use of the Marks not expressly permitted by this Agreement. Upon Licensee's default or breach, Pearland ISD may recover from it all expenses, attorney's fees and costs incurred in any resulting legal action. Any such default or breach will irreparably harm Pearland ISD. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the performance of the covenants contained in this Agreement

16. Severability. If any part of this license agreement shall be held invalid or unenforceable, the remaining parts will not be affected and shall remain in force to the maximum extent enforceable under applicable law.

17. Modification. Amendments to this license must be in writing and will be effective only when signed by both authorized representatives of parties.

18. Waiver. The waiver of either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

19. Applicable Law. This license will be governed by the laws of the State of Texas. Venue for any disputes shall be the federal courts of the Southern District of Texas, Houston or Galveston Divisions, or the state courts within Brazoria County, Texas.

20. Notices. Any notice required or permitted under this Agreement may be hand delivered, sent by reputable overnight courier, or sent by certified, prepaid first class mail, return receipt requested, to the addresses and persons listed below. Notices will be deemed received on the day of hand delivery or within two business days if sent by courier or U.S. mail.

LICENSOR:

Donald W. Marshall
Chief Financial Officer
Pearland Independent School District
1928 N. Main St.
Pearland, Texas 77581

LICENSEE:

21. Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

22. Authorization. Those signing are authorized to bind Pearland ISD and Licensee to the terms of this license:

LICENSOR (Pearland ISD):

LICENSEE:

By: _____
(Print Name/Title)

By: _____
(Print Name/Title)

(Signature)

(Signature)

(Date)

(Date)