

Celina City Schools

585 E. Livingston Street
 Celina, OH 45822
 419-586-8300 Ext. 1000
 FAX 419-586-7046
 www.celinaschools.org



DR. KENNETH SCHMIESING, Superintendent
TOM SOMMER, Treasurer
DEAN GIESIGE, Asst. Superintendent
JASON LUEBKE, Curriculum Dir.
TRACEY DAMMEYER, Special Education Dir.

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“Agreement”) is entered into on this ____ day of October, 2016, by and between the Celina City School District Board of Education (the “Board”), located at 585 East Livingston Street, Celina, OH 45822 and Hometown Creations, (hereinafter “Licensee”), located at 5350 Fairground Road, Celina, OH 45822.

WHEREAS, the Board has adopted and is using the Celina Bulldog logo (“Logo”), attached hereto as Exhibit A; and

WHEREAS, the Licensee is desirous of using the Logo on merchandise upon the terms and conditions set forth herein; and

WHEREAS, the Licensee acknowledges that it may not assert trademark rights in the Logo, or elements or variants of the Logo, nor will trademark rights vest and/or inure to the Licensee’s benefit from the use of the Logo, or elements or variants of the Logo.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Licensee (collectively, the “Parties” and individually, a “Party”) agree as follows:

1. **GRANT OF LICENSE.** The Board grants to the Licensee a non-exclusive right to use the Logo for the purposes described in this Agreement.
2. **CONTROL.** The Board shall have the right, at all reasonable times, to inspect the Licensee’s goods, services and activities employing the Logo to ensure proper use and that such use is consistent with this Agreement. The Board reserves the right to terminate this Agreement should it determine that the use of the Logo is inconsistent with this Agreement.
3. **TERM.** The license granted by this Agreement shall commence on October 20, 2016 and shall be for a term of two years. Upon termination of this Agreement, all rights of the Licensee to the use of the Logo shall immediately terminate.

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4. **OWNERSHIP OF THE LOGO.** The Licensee shall be prohibited from interfering with the Board's rights in the Logo, including challenging the Board's use, registration of, or application to register the Logo, alone or in combination with any other words or designs. The Licensee is also prohibited from attempting to register the Logo, or any similar mark, whether or not registered by the Board, alone or in combination with other words or designs.
5. **ASSIGNMENT.** The Licensee shall not assign the license granted by this Agreement absent the Board's prior written consent.
6. **DISCLAIMER AND WARRANTIES.** The Board disclaims any and all warranties that may be express, implied or statutory with respect to the Logo, including without limitation any implied warranties against infringement, title, merchantability or fitness for a particular purpose or use, and against any claims and liabilities arising out of the Licensee's use of the Logo.
7. **INDEMNIFICATION.** The Licensee shall indemnify, defend and hold harmless the Board, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; and (b) any non-compliance by Licensee with any agreements or undertakings contained or made pursuant to this Agreement.
8. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Ohio.
9. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
10. **ENTIRETY.** This Agreement contains the entire agreement between the Parties, and there are no oral promises or other representations inducing its execution or qualifying its terms.
11. **MODIFICATION.** This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.

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IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first above written.

CELINA CITY SCHOOL DISTRICT BOARD OF EDUCATION

Board President

Superintendent

Treasurer

HOMETOWN CREATIONS

Sandi Watercutter

Sandi Watercutter
Robin Vonderhuel

Witness