

FROSTIVAL

PARTNERS FOR FROSTIVAL TRADEMARK LICENSE AGREEMENT

This agreement is made this _____ day of _____, 20____ by and between the Fargo-Moorhead Convention & Visitors Bureau, a North Dakota-based non-profit corporation, with offices in 2001 44th St S, Fargo, ND 58103 and the following Licensee:

_____ (full legal entity name) ("LICENSEE")

Tradename/Business Name: _____

Address for Notices: _____

Address for Notices: _____

Name/Email Contact: _____

Telephone: _____

The FM CVB is the sole and exclusive owner of the FROSTIVAL event logo and will require the contract to be filled out before the use of logo is accepted.

TERMS OF AGREEMENT

1. License Grant

- 1.1 **Use:** FM CVB hereby grants to LICENSEE a non-exclusive, non-assignable, non-transferrable, revocable, and non-sublicensable license and right to commercialize products (manufacture, use, sale, offering for sale, advertising, and distribution).
- 1.2 **Term and Termination:** This agreement shall be for a term of one year or less as follows: The term of this agreement shall expire immediately subsequent the final day of the festival.

This Agreement shall not automatically renew for successive terms. However, the parties intend (but are not obligated to do so) that the parties will enter into a similar new agreement in subsequent year(s).

2. Ownership

- 2.1 **General:** The LICENSEE accepts that the ownership of said logo belongs to the FM CVB and shall not be commercialized without approval.
- 2.2 **No Adaptation:** LICENSEE shall make no other use of the logo without approval from the FM CVB. LICENSEE shall not adopt or use any mark, logo, insignia, design, trade name, corporate name, or URL/domain name that is, or is likely to be, confusingly like or could cause deception or mistake with respect to the FROSTIVAL logo.

3. Quality Control

- 3.1 **Quality Standards:** To preserve the reputation and integrity of the logo, LICENSEE agrees that all products and services offered in conjunction with the logo, as well as any advertising/promotion, shall be of high standard and quality. LICENSEE agrees to submit samples and/or proofs in advance of the use of the logo to receive approval from the FM CVB.

4. Breach of contract

- 4.1 The unapproved use of logo may result in a penalty and/or limited use in future years.

IN WITNESS WHEREOF, the Parties, through their duty authorized representatives have cause this agreement to be executed on the dates specified below in accordance with its terms.

Fargo-Moorhead Convention & Visitors Bureau, Licensor / FM CVB

Dated: _____

Signed: _____

Name: _____

Title: _____

_____, Licensee

Dated: _____

Signed: _____

Name: _____

Title: _____