



Town of Middlebury Bicentennial Celebration 1807-2007 License Agreement

Middlebury Bicentennial Celebration Licensing

The Town of Middlebury Bicentennial Committee has an interest in the terms and images developed for the Bicentennial Celebration. These terms and images define and identify the celebration within the community. Therefore, the Committee seeks to protect these terms and images and their use for events, activities, and materials that benefit the celebration and further its mission. The logo and the term "Middlebury Bicentennial" are trademarks registered with the Secretary of the State of Connecticut.

What Is Covered By This License

The **Middlebury Bicentennial Logo** (as illustrated on the top left of this page), and the words "Middlebury Bicentennial" used by themselves or in combination with other words and phrases.

Permitted Uses

Media

Notices and reports of Middlebury Bicentennial activities may include the words and the logo in that reporting without a license.

Community Groups

Activities, events and fund-raisers intending to incorporate the bicentennial theme must obtain prior written permission before using the words or the logo.

Products and Services

A license is required regardless of whether the product or service is sold or given away. Examples of such products include T-shirts, caps, buttons, mugs, greeting cards, pencils, calendars, etc.) Any use of the words or the logo in collateral materials, advertising, or merchandise must be pre-approved in writing by the Middlebury Bicentennial Committee.

Middlebury Bicentennial Committee
PO Box 1327
Middlebury, CT 06762

Grant

The Middlebury Bicentennial Committee grants Licensee the non-exclusive right to use the words “**Middlebury Bicentennial**” and the **Middlebury Bicentennial Logo** solely in connection with (describe nature of goods or services: i.e.: T-shirts, mugs, fundraising activities):

Licensee may not use the words or the logo for any other purpose.

The license begins on the effective date of this Agreement and lasts until December 31, 2007.

Licensee may not alter the logo in any way, but must use it as depicted on the first page.

Licensee may not assign or sublicense this license to a third party.

Licensee agrees that the Middlebury Bicentennial Committee maintains all rights, title, and interest in the words and the logo.

Fee

Licensee will pay the Middlebury Bicentennial Committee on the following basis (Initial choice):

- a) _____ No royalty will be charged if Licensee is associated with the Community of Middlebury and the products and services it sells benefit the Town (“Non-commercial Use”). (For example: fundraising activities by a booster club.)
- b) _____ A fixed fee of \$ _____ payable on execution of this Agreement.
- c) _____ A royalty based on gross revenue of products bearing the logo. The royalty rate is _____. (This percentage could be between 2% -10%.) Royalties must be paid on a quarterly basis.

Payments should be sent to:

Middlebury Bicentennial Committee
PO Box 1327
Middlebury, CT 06762

Acceptance

Indemnification. Licensee agrees to indemnify fully and hold the Middlebury Bicentennial Committee harmless against any loss, damage, or expense, arising out of any misuse of the words or the logo, or of any violation of the terms and conditions of this Agreement. Licensee also agrees to indemnify fully and hold the Middlebury Bicentennial Committee harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any kind, including product liability, arising in connection with its product(s), events or service(s).

Nothing in this Agreement or in Licensee's use of the words and logo shall confer any endorsement or approval of Licensee's product(s), event(s) or service(s). Licensee's use of the words and logo is intended only to convey coordination with the Bicentennial Celebration.

Licensee

Middlebury Bicentennial Committee

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Effective Date
