

INTANGIBLE PROPERTY LICENSE AGREEMENT

This Intangible Property Agreement (the “Agreement”) is entered into between The Catholic Diocese of Toledo and/or Norwalk Catholic School (herein, “Licensor”), and _____ (herein, “Licensee”).

RECITALS

A. Licensor is owner of certain intangible personal property, artwork, logos, and the like, in all style and design variations used to date by Licensor or its authorized licensees (true and accurate copies of which are attached hereto at Exhibit A and may herein be collectively referred to as the “Mapletree Road Race Property”); and

B. Licensee has made a certain donation to Licensor in furtherance of the current year’s Mapletree Road Race; and

C. Licensee desires to license the right to use the Mapletree Road Race Property in connection with certain promotional opportunities associated with its business and as further defined in the Agreement below.

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. Licensor grants to Licensee a limited, royalty-free, non-exclusive license, with no right to sublicense, to include all or any part of the Mapletree Road Race Property on certain advertising and/or promotional materials generated and paid for by Licensee.

2. Quality Control. Licensee agrees to conduct itself in a manner so as to preserve the goodwill associated with the Mapletree Road Race Property, will not do anything that would damage or depreciate such goodwill, and will cooperate with Licensor in taking such actions as are reasonably necessary or desirable to ensure quality compliance, as may be reasonably specified by Licensor from time to time. Licensee shall provide copies of proposed advertising and promotional materials, and other signage or uses of the Mapletree Road Race Property, to Licensor for review by Licensor prior to Licensee implementing or using the same. Licensor shall have the right to approve or reject Licensee’s specific proposed use of the Mapletree Road Race Property in its sole and absolute discretion. Licensor should email its proposed materials to _____ at the following email address:_____.

3. Termination. This license will continue until 12/31/2018. This license may also be terminated by Licensor at any time based upon any breach of this Agreement that is not reasonably cured 30 days after Licensee receives written notice thereof.

4. Assignment. This Agreement may not be assigned or otherwise transferred without express prior written consent from Licensor, which may be withheld at the sole and absolute discretion of Licensor.

5. Retention of Ownership. Licensee acknowledges that Licensor is the owner of the Mapletree Road Race Property and that Licensor retains all ownership rights, subject to the limited license granted pursuant to this Agreement (and other similar agreements, if any), and that Licensor makes

no representations or warranties, express or implied, except as expressly set forth in this Agreement. All usage of the name shall inure to the benefit of Licensor. Licensor has the right, but not the obligation, to apply to register the Mapletree Road Race Property, in all forms and variations, as a trademark or service mark, as the case may be, with any or all state, federal or foreign trademark authorities as Licensor shall, in its sole discretion, determine. Licensee shall cooperate with Licensor to sign all documents, provide adequate specimens and information, and to take all steps reasonably necessary to allow Licensor to register the Mapletree Road Race Property as so determined.

6. Licensee Protection of Licensor. During the term of this Agreement, and continuing after the expiration or termination of this Agreement, Licensee shall indemnify, reimburse, hold harmless and defend Licensor from any loss, liability, damage, cost or expense arising out of any claims or suits which may be brought or made against Licensor by reason of: (i) any breach of Licensee's covenants and undertakings hereunder; (ii) any unauthorized use of the Mapletree Road Race Property; (iii) any breach of Licensee's responsibilities or promises set forth in this Agreement; (iv) Licensee's non-compliance with any applicable federal, state or local laws or with any other applicable regulations; and (v) any product liability, any alleged defect in materials or workmanship, alleged inherent dangers (whether obvious or hidden) in Licensee's products or the use thereof.

7. Relationship. Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties hereto. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.

8. Disputes. The rights and liabilities of the parties arising out of or relating to this Agreement will be governed by the laws of the state of Ohio.

IN WITNESS WHEREOF, this Intangible Property License Agreement is intended to be effective as of this ___ day of _____, 2018.

LICENSOR

LICENSEE

BY: _____

BY: _____

EXHIBIT A



4 Miles on the 4th!



MAPLE TREE ROAD RACE
FOUR MILES ON THE FOURTH
JULY 4TH, 2017