



TRADEMARK LICENSE

BOOSTER / PTA CLUBS

This License Agreement ("Agreement"), effective as of the date signed by both parties (the "Effective Date"), by and between, the LICENSOR, THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida whose principal address is 1450 NE 2 Avenue, Miami, Florida 33132 hereinafter referred to as "BOARD" and _____, a Not for Profit organized under the State of Florida whose principal address is _____, hereinafter referred to as "LICENSEE".

WHEREAS, BOARD is the owner of the trademarks hereinafter referred to as "Marks" listed on the attached Exhibit A; and

WHEREAS, LICENSEE desires to obtain from BOARD a non-exclusive license to use the Marks for hereinafter referred to as "School" in connection with the manufacture, sale, distribution and promotion of the goods/services listed on attached Exhibit B ("Licensed Product(s)") in the United States; and

NOW, THEREFORE, for good and valuable consideration, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. Warranties. BOARD represents and warrants to and covenants with LICENSEE that BOARD is the owner of the Marks, and has the right and authority to grant the rights granted to LICENSEE in this Agreement.
2. License Grant. BOARD grants LICENSEE the non-exclusive, non-assignable, non-sub licensable right to manufacture, sell, package, distribute, promote and advertise, in Miami-Dade County only, the Licensed Product(s) carrying the Marks.
3. Quality and Approval. High product quality and accurate reproduction of the Marks are of uppermost importance. The BOARD may request that LICENSEE submit to School sample(s) of all Licensed Product(s), packaging, advertising and other materials bearing the Marks for approval before LICENSEE advertises, publishes, sells or uses them. LICENSEE will comply with all applicable government regulations. LICENSEE will furnish sample(s) on reasonable request. LICENSEE may subcontract the manufacturer of the Licensed Product(s) without School's prior written approval for the limited scope and purpose to manufacture the approved product. Attached hereto and incorporated herein is Exhibit C- Form 6570 and Exhibit D- Form 6571 which shall be completed and approved as required for each fund-raising activity using the School's Marks.
4. Artwork. On request, BOARD will provide to LICENSEE artwork, photographs, drawings, samples, graphic standards or other materials that LICENSEE may reasonably require regarding the Marks. If requested, LICENSEE will submit any new designs on artwork prepared by or for it, incorporating the Marks, to School. BOARD will be the owner of any material produced or used by LICENSEE that incorporates the Marks.

5. Best Efforts. LICENSEE will use its best efforts to promote, market, sell, and distribute the Licensed Products.
License Fee. BOARD grants permission for recognized PTA, PTO, Booster Clubs, and student groups the use of Mark's and Logos of the District without charge for activities associated with the school district.
6. Renewal. Provided that LICENSEE has remained in compliance with the other terms of this Agreement, this Agreement may renew for subsequent one-year periods upon written mutual confirmation.
7. Limitations. LICENSEE will not use BOARD's name or Marks in its business except in accordance with this Agreement and will not combine the Marks with any other marks, names or symbols without BOARD's written consent. LICENSEE shall abide by School Board Policy 9701, incorporated herein.
8. Trademark Ownership. LICENSEE hereby acknowledges that BOARD is the sole and rightful owner of the Marks and all goodwill associated with the Marks and that BOARD and its permitted successors and assigns shall retain full right to the Marks, and all goodwill and registrations associated therewith. LICENSEE will not alter, modify, dilute or misuse the Marks; bring them into disrepute; or dispute or otherwise challenge the ownership, title, strength or validity of the Marks. Ownership. LICENSEE expressly recognizes that the Marks are the unique, valid and exclusive property of BOARD. LICENSEE agrees that it shall not, either during the Term or thereafter, directly or indirectly, contest the validity of the Marks or any of the registrations pertaining thereto, in the United States, Florida, or elsewhere, nor adopt the Marks or any term, word, mark or designation which is in any aspect confusingly similar to the Marks. LICENSEE specifically acknowledges that any use of the Marks pursuant to this Agreement shall not create for LICENSEE any right, title or interest in the Marks. If by operation of law or otherwise, LICENSEE obtains any rights in the Marks, LICENSEE shall assign all rights to the Marks to BOARD. LICENSEE further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, which contests or in any way impairs or tends to impair any part of the right, title and interest of BOARD in the Marks; and LICENSEE shall not, in any manner, represent that it has any ownership interest in the Marks or the registrations therefor. All rights in and to the Marks other than those specifically granted herein to LICENSEE are reserved to BOARD.
9. Trademark Protection. LICENSEE will not attempt to register the Marks with any state or federal governmental office of the United States or any foreign governmental office. At BOARD's request, LICENSEE shall execute all documents reasonably required by BOARD to confirm BOARD's ownership of all rights in and to the Marks and the respective rights of BOARD and LICENSEE under this Agreement. LICENSEE shall cooperate with BOARD in connection with the filing and prosecution by BOARD of applications in BOARD's name to register the Marks and the maintenance and renewal of such registrations as may issue.
10. Infringements. LICENSEE will immediately advise BOARD of any actual or suspected third party infringements of any of the Marks. BOARD will have the sole right to take legal action. LICENSEE will provide BOARD all reasonable cooperation and assistance in connection with

such disputes. LICENSEE also will cooperate with BOARD to otherwise protect, defend and enforce the Marks.

11. Sublicensing. BOARD acknowledges that LICENSEE may need to enter into sublicenses concerning the MARKS in connection with the manufacture or distribution of Products authorized pursuant to this Agreement. In the event LICENSEE intends to enter into a sublicense of its rights hereunder or enter into any other agreement that has the effect of sublicensing any of its rights hereunder to a third party, LICENSEE may enter into such an agreement so long as such agreement (a) is, by its terms, subordinate to the license granted by BOARD hereunder, (b) automatically terminates upon the termination of this Agreement, (c) does not permit the sub-licensee to take any action that LICENSEE is prohibited from taking hereunder and (d) shall be in writing. LICENSEE shall promptly provide BOARD with a copy of any such agreement entered into by LICENSEE.
12. Product Liability. BOARD is not responsible for the Licensed Product(s).
13. Indemnification. To the fullest extent permitted by law, the LICENSEE shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to LICENSEE's performance under this Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of the LICENSEE or other persons employed or utilized by the LICENSEE in the performance of this Agreement. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Agreement otherwise available to the LICENSEE. The remedy provided to the Indemnitees by this indemnification shall survive this Agreement. The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to require the LICENSEE to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that the LICENSEE shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.
14. Duty to Defend. The LICENSEE agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the School Board on any claim or demand arising out of, resulting from or incidental to LICENSEE's performance under this Agreement.
15. Termination. This Agreement shall terminate one year from the Effective Date, unless:
 - a. renewed as provided by this Agreement; or
 - b. sooner terminated by:
 - i. either party, without cause, upon thirty (30) days written notice; or
 - ii. BOARD, upon thirty (30) days written notice if LICENSEE breaches this Agreement, unless LICENSEE cures its breach to BOARD during the thirty (30) day period.

Paragraphs 7 and 17 through 23 shall survive expiration or termination of this Agreement.

16. Remedies. Upon LICENSEE's default or breach of this Agreement; any infringement by LICENSEE of BOARD's trademark, copyright or other proprietary rights; defamation or other actionable claims, BOARD may recover from LICENSEE all expenses, attorney's fees and costs incurred in any resulting legal action. Any such default or breach will irreparably harm BOARD. For resolution of any dispute under this Agreement that is not submitted to alternative dispute resolution, the parties will submit to the personal jurisdiction of the Federal courts of the Southern District of Florida and state courts within Miami-Dade County, Florida.
17. Waiver. Any waiver of a breach by either party shall not be a waiver of any subsequent or other breach.
18. Entire Agreement. This Agreement contains the entire agreement between BOARD and LICENSEE with respect to the Marks, and supersedes all other negotiations, agreements and representations, whether in writing or oral. This Agreement will be binding upon and shall inure to the benefit of BOARD's successors and assigns and LICENSEE's successors and assigns.
19. Captions. The captions used in connection with the paragraphs of this Agreement are inserted only for the purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof; nor shall such captions otherwise be given any legal effect.
20. Severability. If any part of this Agreement is held invalid or unenforceable, such provision shall be given the maximum effect permitted under applicable law and be replaced with a valid and enforceable provision that most closely reflects the intention of the parties, and the remainder of this Agreement will remain valid and fully enforceable.
21. Modification. This Agreement may be amended or modified only by a written agreement signed by BOARD and LICENSEE.
22. Applicable Law. This Agreement will be governed by the laws of the State of Florida without regard to the State of Florida's conflict of law's provisions. LICENSEE shall abide by all applicable School Board Policies.
23. Notices. Notices shall be received when delivered in person, sent by overnight courier or mailed by certified first class mail to:
24. School Board's Address. The address for the School Board for all purposes under this Agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida

Attn: Alberto M. Carvalho, Superintendent

1450 N.E. Second Avenue, Suite 912

Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida

Address: _____

And a copy to:

The School Board of Miami-Dade County, Florida

Attn: Walter J. Harvey, School Board Attorney

1450 N.E. Second Avenue, Suite 430

Miami, Florida 33132

LICENSEE:

28. Authorization. Those signing are authorized to bind BOARD and LICENSEE to the terms of this Agreement.

LICENSEE

Organization Representative Signature

Date

Print Name

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Center Principal

Date

(Superintendent of Schools or Designee)

Date

EXHIBIT A




Marks

The Marks covered by this Agreement are:

[See attached]





Miami-Dade County Public Schools Trademarks

All marks are in Class 25(apparel) and registered in the State of Florida unless otherwise noted.

SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Alonzo and Tracy Mourning Senior High	MOURNING SENIOR HIGH SHARKS & DESIGN OF SHARK	T14000000697	
American Senior High School	AMERICAN PATRIOTS & DESIGN OF PATRIOT	T14000000659	
Arthur & Polly Mays Conservatory of the Arts	ARTHUR AND POLLY MAYS CONSERVATORY FOR THE ARTS AND DESIGN OF RAM	T14000000749	



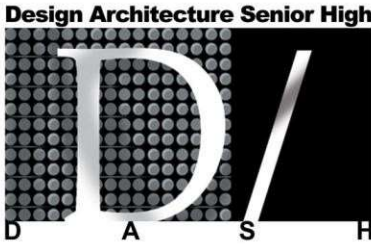

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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Barbara Goleman Senior High	GOLEMAN GATORS & DESIGN OF GATOR	T14000000654	
Booker T. Washington Senior High School	TORNADOES & DESIGN OF A TORNADO	T14000000451	
	Booker T. Washington Senior High School TORNADOES	Federal Trademark Serial No: 86278443	
Coral Gables Senior High School	CORAL GABLES HIGH SCHOOL & DESIGN OF THE "CG" INTERTWINED	T14000000520	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Coral Reef Senior High	CORAL REEF SENIOR HIGH SCHOOL BARRACUDAS & DESIGN BARRACUDA	T14000000657	
Cutler Bay Academy of Advance Studies	CUTLER BAY ACADEMY SENIOR HIGH & DESIGN OF TIGER SHARK	T14000000700	
Design & Architecture Senior High	DESIGN ARCHITECTURE SENIOR HIGH "DASH" AND THE DESIGN OF "D/."	T14000000751	
Dr. Michael M. Krop Senior High School	DR. MICHAEL M. KROP SENIOR HIGH SCHOOL & DESIGN OF A LIGHTNING BOLT RUNNING THROUGH A "K"	T14000000435	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Felix Varela Senior High School	VARELA VIPER & DESIGN OF VIPER	T14000000439	
G. Holmes Braddock Senior High	BRADDOCK BULLDOGS & DESIGN OF BULLDOG	T14000000661	
Hialeah Gardens Senior High	HIALEAH GARDENS GLADIATORS & DESIGN OF THE GLADIATOR	T14000000699	



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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Hialeah Senior High School	HIALEAH T-BREDS & DESIGN OF HORSE'S HEAD	T14000000437	
Hialeah-Miami Lakes Senior High School	HIALEAH-MIAMI LAKES TROJANS & DESIGN OF TROJAN	T14000000434	
Homestead Senior High	HOMESTEAD SENIOR HIGH SCHOOL BRONCO & DESIGN OF A BRONCO ON THE LETTER "H"	T14000000698	

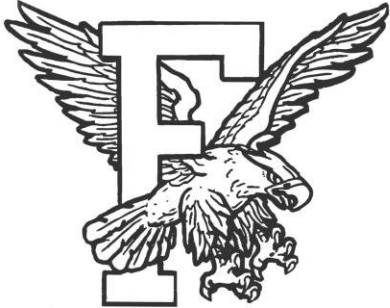


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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
International Studies Preparatory Academy	ISPA & DESIGN OF THE ISPA SEAL	T14000000662	
iPreparatory Academy	IPREP	T14000000730	
	IPREP ACADEMY	Federal Trademark Serial No: 85197814 (Class 41)	iPrep Academy




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
John A. Ferguson Senior High School	"F" & DESIGN OF FALCON	T14000000436	
Jose Marti MAST 6-12 Academy	JM MAST 6-12 ACADEMY AND DESIGN OF SILVER KNIGHT	T14000000656	
Law Enforcement Officers Memorial High School	LAW ENFORCEMENT OFFICERS MEMORIAL HIGH SCHOOL M-DCPS & DESIGN OF THE BADGE OF HONOR, RESPECT, AND INTEGRITY	T14000000691	



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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Maritime & Science Technology Academy	MAST ACADEMY VIRGINIA KEY MAKOS & DESIGN OF SHARK	T14000000664	
MAST @ FIU Biscayne Bay Campus	MAST @ FIU BISCAYNE BAY CAMPUS	T14000000729	
MAST Academy	MAST ACADEMY	Federal Trademark Serial No: 85197716 (Class 41)	MAST Academy
Medical Academy for Science and Technology	MAST @ HOMESTEAD & DESIGN OF A SHORT ROD INTERTWINED BY TWO SNAKES AND TOPPED BY A PAIR OF WINGS AND A PAIR OF STARS BETWEEN THE LETTER "M" AND "H"	T14000000728	




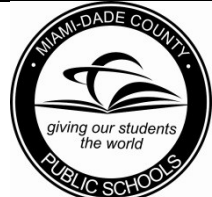
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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Beach Senior High School	MB INTERTWINED	T14000000433	
Miami Carol City Senior High School	CAROL CITY CHIEFS & DESIGN OF NATIVE AMERICAN CHIEF	T14000000430	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Central Senior High School	CENTRAL ROCKETS & DESIGN OF ROCKET BETWEEN THE WORDS	T14000000428	
Miami Coral Park Senior High School	DESIGN OF RAM HEAD	T14000000425	
MIAMI-DADE COUNTY PUBLIC SCHOOLS	DESIGN OF THE DISTRICT SEAL	T14000000881 (Classes 35, 25, and 20)	
	Federal Trademark: MIAMI-DADE COUNTY PUBLIC SCHOOLS GIVING OUR STUDENTS THE WORLD	Federal Trademark Serial No: 86364288 (Classes 25, 35, and 41)	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Edison Senior High	MIAMI EDISON RED RAIDERS & DESIGN OF THE RED RAIDERS	T14000000667	
Miami Senior High School	MIAMI HIGH STINGS & DESIGN OF STINGS	T14000000429	
		Federal Trademark Serial No: 86287197	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Jackson Senior High	MIAMI JACKSON SENIOR HIGH SCHOOL & DESIGN OF THE "G"	T14000000690	
Miami Killian Senior High School	MIAMI KILLIAN COUGARS & DESIGN OF COUGAR	T14000000426	
Miami Lakes Educational Center	MIAMI LAKES EDUCATIONAL CENTER AND DESIGN OF THE JAGUAR	T14000000652	





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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Norland Senior High School	MIAMI NORLAND SENIOR HIGH SCHOOL & DESIGN OF A VIKING'S HEAD	T14000000438	
Miami Northwestern Senior High School	NORTHWESTERN & DESIGN OF BULL	T14000000427	
	MIAMI NORTHWESTERN SENIOR HIGH SCHOOL	Federal Trademark Serial No: 86320262	



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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Miami Palmetto Senior High School	MIAMI PALMETTO SENIOR HIGH SCHOOL & DESIGN OF LEAPING PANTHER	T14000000432	
Miami Southridge Senior High	MIAMI SOUTHRIDGE & DESIGN OF SPARTAN	T14000000666	
Miami Springs Senior High School	MSSH GOLDEN HAWKS & DESIGN OF HAWK HEAD	T14000000431	
Miami Sunset Senior High	SUNSET HIGH & DESIGN OF KNIGHT	T14000000660	



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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
New World School of the Arts	FIGHTIN' PIGEONS & DESIGN OF PIGEON	T14000000750	
	NWSA New World School Of The Arts	TO BE TRADEMARKED	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
North Miami Senior High School	NORTH MIAMI PIONEERS & DESIGN OF "NM" PIONEERS WRITTEN ON MASCOT'S HAT	T14000000663	
North Miami Beach Senior High	NMB & DESIGN OF CHARGER	T14000000694	




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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Robert Morgan Educational Center	ROBERT MORGAN EDUCATIONAL CENTER PIRATES & DESIGN OF PIRATE	T14000000748	
Ronald W. Reagan/Doral High School	DESIGN OF BISON	T14000000668	
School of the Advances Studies (North/Wolfson/South/Homestead)	SCHOOL FOR ADVANCED STUDIES AND DESIGN OF THE SCHOOL FOR ADVANCED STUDIES SEAL	T14000000665	



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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
South Dade Senior High School	"SD" INTERTWINED	T14000000480	
South Miami Senior High	DESIGN OF COBRA	T14000000653	
Southwest Miami Senior High	SW AND DESIGN OF THE EAGLE	T14000000695	

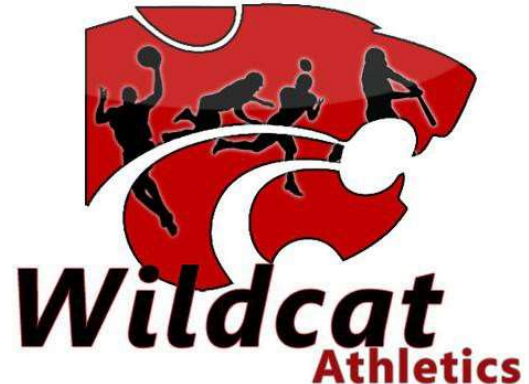

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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Terra Environmental Research Institute	TERRA ENVIRONMENTAL RESEARCH INSTITUTE & DESIGN OF TERRA GLOBE	T14000000655	
VPrep	V VPREP	Federal Trademark Serial No: 85510275. Classes 9, 16, 41, 42	


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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Westland Hialeah Senior High	WILDCATS AND DESIGN OF WILDCAT	T14000000658	
William H. Turner Technical Arts	TURNER TECH & DESIGN OF EAGLE IN AN UPSIDE DOWN PYRAMID	T14000000696	

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SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
WLRN	WLRN	Federal Trademark Serial No: 77021939 Classes 38 and 41	WLRN
Young Men's Preparatory Academy	YOUNG MEN'S PREPARATORY ACADEMY & LETTERS "YMPA" & DESIGN OF TWO LIONS HOLDING UP THE "YMPA" SEAL	T14000000693	

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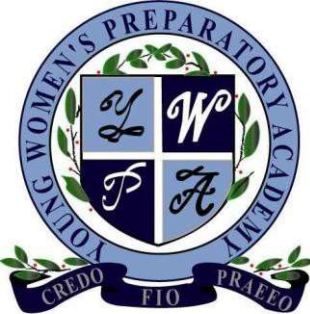
SCHOOL NAME	TRADEMARK NAME	SUNBIZ DOCUMENT NUMBER	Registered Logo
Young Women's Preparatory Academy	YWPA & DESIGN OF THE SEAL	T14000000692	

EXHIBIT B

Licensed Products

The Licensed Products covered by this Agreement:

EXHIBIT C- Form 6570

Exhibit D- Form 6571