



Vendor License Agreement

Illinois High School Association
2715 McGraw Drive, Bloomington, Illinois 61704
Phone: (309) 663-6377 FAX: (309) 663-7479 <http://www.ihsa.org>

THIS VENDOR LICENSE AGREEMENT ("Agreement") is entered into on this day _____ ("Effective Date") by and between _____ ("Vendor") and the ILLINOIS HIGH SCHOOL ASSOCIATION ("IHSA"), for itself and on behalf of the IHSA's member schools.

WHEREAS, the IHSA owns and uses the Trademarks (as defined in Section 1 below); and

WHEREAS, the IHSA and Vendor now desire to enter into this Agreement to grant Vendor a nonexclusive, nontransferable license to use the Trademarks as specified herein.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the IHSA and Vendor agree as follows:

1. Definitions. For the purposes of this Agreement:

A. "IHSA Guidelines" shall mean the IHSA Trademark Use and Royalty Policy, the IHSA Royalty Report, and such other written directions, policies or otherwise of IHSA that may be issued from time to time.

B. "Licensed Articles" shall mean: () Printed Publications; () Merchandise; () Audio-Visual Productions; and/or () Other, namely, _____, which bear the Trademarks and are authorized under this Agreement.

C. "State Final Events" shall mean all state final championship contests, games, meets or other events conducted by or under the auspices of the IHSA.

D. "State Series Events" shall mean all non-regular season contests, games, meets or other events conducted by or under the auspices of the IHSA, including without limitation regional, sectional and super-sectional events. State Series Events specifically excludes any State Final Events.

E. "Trademarks" shall mean those registered and unregistered names, marks, symbols, emblems, logos, design, trade dress, slogans, taglines and other designations utilized by the IHSA and set forth on Exhibit A (as may be amended from time to time) hereto.

2. Grant of Non-Exclusive License. The IHSA grants to Vendor, and Vendor accepts from the IHSA, for the Term (as defined in Section 3 below), a nonexclusive, nontransferable license to use and/or reproduce the Trademarks solely for the purpose of marketing and selling Licensed Articles that meet the quality standards of the IHSA for the IHSA member schools and any State Series Events. The license granted herein is subject to Vendor's strict adherence to the terms and conditions of this Agreement and the IHSA Guidelines.

3. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for one (1) year, unless earlier terminated in accordance with the terms and conditions hereof.

4. Limitation on License. No license is granted for any use of the Trademarks other than upon the Licensed Articles as set forth herein. The license granted hereunder is solely for use in connection with IHSA member schools and State Series Events, **and specifically excludes all State Final Events**. The following marks may not be used unless specifically authorized in writing by the IHSA: MARCH MADNESS, AMERICA'S ORIGINAL MARCH MADNESS, MARCH MADNESS EXPERIENCE and other special event marks not specifically listed on Exhibit A hereto.

5. Payments to IHSA. Licensor shall timely make the following payments to the IHSA:

A. Upon the execution of this Agreement, a \$500.00 non-refundable administrative licensing fee;

B. A royalty equal to five percent (5%) of the gross advertising revenues generated in connection with any printed publications sold or distributed in connection with any IHSA activity during the regular season or for any State Series Events. "Gross advertising revenues" shall mean the total amount of revenue received from any third party in connection with advertisements involving use of the Trademarks, without regard for any expenses, costs, offsets, discounts or other deductions; and

C. A royalty equal to eight percent (8%) of the gross revenues generated in connection with the sale of each finished item of merchandise in connection with any IHSA activity during the regular season or for any State Series Events. "Gross revenue" shall mean the highest price charged by Vendor to customers for all merchandise sold directly or indirectly by Vendor bearing the Trademarks, without regard for any expenses, costs, offsets, discounts or other deductions.

D. Royalty payments shall be paid to the IHSA in United States Dollars and computed upon the total number of units of each item of merchandise distributed or sold by Vendor. Royalty Payments shall be made by Vendor to the IHSA within thirty (30) days of each event or June 30th of each calendar year, whichever is earlier. Royalty payments shall be made to the IHSA utilizing the required IHSA Royalty Report form provided to Vendor by the IHSA. Vendor agrees to truthfully and completely account to the IHSA for all revenues generated in connection with the preparation, distribution and/or sale of any and all Licensed Articles pursuant to this Agreement.

E. Vendor's failure or refusal to timely submit accurate statements and/or royalty payments to IHSA shall result in an additional charge of One And One-Half Percent (1-1/2%) per month on any balance unpaid for the applicable reporting period. The receipt and acceptance by the IHSA of any statement or payment submitted by Vendor, or the deposit of any payments received from Vendor, pursuant to the terms of this Agreement shall not preclude IHSA from challenging the correctness or completeness thereof at any time. Any mistakes or underpayments discovered by the IHSA shall be remedied by Vendor within ten (10) business days of notice from the IHSA.

F. Vendor shall maintain accurate books of account and records covering all transactions relating to this Agreement. The IHSA shall, upon reasonable advance notice and at its own expense, be entitled to conduct an examination and audit all materials in the possession of or under the control of Vendor pertaining to the transactions which are directly or indirectly related to this Agreement. If such examination reveals an underpayment by Vendor to the IHSA, Vendor shall pay such underpayment, a penalty equal to the amount underpaid, and interest calculated at the rate of One And One-Half Percent (1-1/2%) per month. In the event that an underpayment in excess of five percent (5%) of the total amount due to the IHSA is discovered, the cost of any examination pursuant to this Section 5F shall be paid by Vendor to IHSA.

6. Use of Trademarks; Quality Standards. Vendor agrees that it will conspicuously display the Trademarks on all Licensed Articles. Vendor shall additionally take all reasonable and necessary measures and actions to assure that any use of the Trademarks is done in a manner consistent with applicable law and in a manner which will not cause harm or loss by the IHSA of any of its rights and/or goodwill in and to the Trademarks. Additionally, Vendor shall:

A. Use the Trademarks only in the form and manner set forth in this Agreement and the IHSA Guidelines;

B. Use the IHSA's name and at least one of the Trademarks on all printed publications, event merchandise, audio-visual productions and otherwise created and/or distributed in connection any State Series Events (not required for regular season events, but allowed);

C. Use the Trademarks along with appropriate legends identifying IHSA as the owner of the Trademarks;

D. Not use any other marks, names, words, logos, symbols or devices in combination with the Trademarks without the prior written approval of the IHSA;

E. Contact the IHSA to obtain a high quality version(s) of the particular Trademarks or other like work of art to be reproduced, and only reproduce without modification the version(s) of the Trademarks provided by the IHSA. Trademarks shall not be obtained/reproduced from any other source, including, but not limited to, IHSA's website or other publications;

F. Make best efforts to create, distribute and sell the Licensed Articles in such manner as is consistent with reputable entities within the industry;

G. Upon the IHSA's request, promptly submit specimens of any Licensed Articles or other proposed merchandise, publications, audio-visual productions, brochures, press releases, Internet postings, marketing and advertising materials, or any other materials referencing or using the Trademarks or otherwise used by Vendor, as applicable, in conjunction with this Agreement to the IHSA at Vendor's cost for purposes of product review and quality control. The IHSA shall have the right to require, at its sole discretion, the correction or deletion of any misleading, false or objectionable content from any such items at any time; and

H. Not incorporate the Trademarks into any of Vendor's trademarks, service marks, company names, Internet addresses, domain names or other similar designations without the IHSA's prior written approval. The IHSA may prohibit any use of the Trademarks by Vendor if, in the IHSA's sole discretion, such use of the Trademarks is or would be detrimental to the IHSA in any way.

7. Ownership of Trademarks. Vendor acknowledges and agrees that all right, title and interest in and to the Trademarks shall at all times remain the exclusive property of the IHSA. Vendor further acknowledges and agrees that the rights to the Trademarks granted to Vendor in this Agreement shall not be construed to grant to Vendor any ownership, rights or other benefits in the Trademarks, except for the limited license provided in this Agreement. In light of the foregoing, Vendor represents and warrants that:

A. Each use of the Trademarks pursuant to this Agreement shall constitute an independent derivative work of the Trademarks, the rights to which are hereby assigned to the IHSA;

B. Vendor will not, during or subsequent to the Term, use or seek to register any trademark, service mark, trade name, insignia, logo, or work of art that is confusingly similar to or a colorable imitation of the Trademarks;

C. Vendor will not, at any time, itself or through another, challenge or assist any third party in challenging the IHSA's right, title, or interest in the Trademarks or the validity of the Trademarks or any registration thereof; do, cause to be done or omit to do anything that would contest or in any way impair the rights of the IHSA in and to the Trademarks; or represent that it has any ownership or other rights with respect to the Trademarks other than those rights expressly conferred to Vendor under this Agreement; and

D. Vendor will, upon request by IHSA, promptly execute, acknowledge, or deliver any documents or confirmations deemed necessary and appropriate by the IHSA to memorialize, enforce, protect, or otherwise perfect the IHSA's rights, title and interest in and to the Trademarks.

8. Goodwill. Vendor recognizes the great value of the goodwill associated with the Trademarks and acknowledges that the goodwill attached to the Trademarks belongs to the IHSA. Accordingly, Vendor acknowledges and that the goodwill generated by the use of the Trademarks pursuant to this Agreement shall inure solely to the benefit of the IHSA.

9. Additions and Modifications to Trademarks. The IHSA expressly reserves the sole right to add to, modify, change or discontinue any and all of the Trademarks at any time. The added, modified or changed Trademarks shall for all purposes be deemed to be the Trademarks referred to in this Agreement and any such modifications or changes to the Trademarks shall be the sole and absolute property of the IHSA. The IHSA shall have the sole right (but not the obligation) to seek registration of any of the Trademarks now or in the future existing, and Vendor agrees to provide the IHSA with reasonably requested assistance in connection with any such registration (provided that the IHSA shall reimburse Vendor for any reasonable out-of-pocket costs of providing any such assistance).

10. No Representation. Vendor acknowledges and agrees that no representation or guarantee has been made by the IHSA or any of the IHSA's officers, directors, employees or agents as to the amount of any revenue or other remuneration which may be generated pursuant to this Agreement.

11. Termination of Agreement. This Agreement may be terminated by the IHSA at any time in the event that Vendor shall:

A. Use the Trademarks in any manner other than as specifically permitted herein, or in any manner which, in the sole opinion of the IHSA, places the IHSA or any of its member schools at risk of liability or directly or indirectly causes harm to the Trademarks, the IHSA or any of the IHSA's member schools;

B. Fail or refuse to timely submit accurate statements and/or royalty payments due under this Agreement to the IHSA;

C. Be unable or unwilling to pay its debts when due, or shall make any assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or shall file or have filed against it any petition under the bankruptcy or insolvency laws of any jurisdiction (in which event, neither the Vendor nor its receivers, representatives, trustees, agents, administrators, successors or assigns shall have or retain any rights under this Agreement);

D. Discontinue its business;

E. Attempt to assign or otherwise transfer Vendor's rights or obligations under this Agreement to any third party without the prior written approval of the IHSA; or

F. Otherwise breach this Agreement and fail to cure such breach within five (5) business days of receiving notice from the IHSA.

G. Upon termination, all rights (but not obligations) of Vendor under this Agreement shall immediately cease. Vendor shall immediately: (i) discontinue all use and/or reproduction of the Trademarks and any material that is confusingly similar thereto; (ii) delete or remove the Trademarks from, or where such deletion or removal is not reasonably practicable, destroy or, if the IHSA shall so elect, deliver to the IHSA or its designee, all materials or documents in the possession or under the control of Vendor to which the Trademarks are then affixed or approved, including, without limitation, Vendor's web site, catalogs, advertisements, product displays, labels and any other promotional materials.

12. Disposal of Stock. Vendor shall have the right to dispose of Licensed Articles which remain on hand for a period of forty-five (45) days following the expiration, but not termination, of this Agreement. All such sales shall be the normal course of business and at marketable selling prices. Vendor shall submit all statements and/or royalty payments due under this Agreement with regard to sales pursuant to this Section 12.

13. Further Cooperation. The parties to this Agreement shall perform any and all acts and execute any and all documents that may be necessary to fully carry out the provisions and intent of this Agreement.

14. No Consequential Damages. The IHSA shall not be responsible for any direct, indirect, special or consequential damages (or any loss of revenue, profits or data) arising in connection with Vendor's use of the Trademarks.

15. Indemnification. VENDOR HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE IHSA, THE IHSA'S AFFILIATED ENTITIES, SUCCESSORS, SUCCESSORS IN INTEREST AND ASSIGNS, AND EACH OF THE FOREGOING PARTIES' RESPECTIVE OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUPPLIERS AND AGENTS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) AND DAMAGES OF ANY NATURE ARISING DIRECTLY OR INDIRECTLY FROM ANY ALLEGATION OR DETERMINATION THAT VENDOR HAS BREACHED THIS AGREEMENT.

16. Binding Agreement; No Assignment. This Agreement and its benefits, obligations and other provisions is applicable to, binding upon, and shall inure to the benefit of the parties and their respective affiliated entities, successors, successors in interest, assigns, any entity over which either party exerts control, and the present and former owners, officers, directors, shareholders, employees, representatives, contractors, suppliers and agents of the foregoing. The previous notwithstanding, Vendor may not assign or transfer any of Vendor's rights or delegate any of Vendor's obligations under this Agreement, in whole or in part, without the IHSA's prior written approval. Any attempted assignment, transfer or delegation, without such approval will be void and may, in the IHSA's sole discretion, be grounds for terminating this Agreement.

17. Relationship of the Parties. Nothing herein shall be construed in any manner to create a franchise, joint venture, partnership, employer-employee or principal-agent relationship between Vendor and the IHSA or any IHSA member school. It is acknowledged and agreed that Vendor shall be an independent contractor in all respects relating hereto. Neither party may enter into any agreement on behalf of or otherwise obligate the other party. Neither party shall be liable for any act, omission, debt or any other obligation of the other party, except as specified herein.

18. No Waiver. Failure by the IHSA to insist upon strict and/or immediate adherence to any term of this Agreement on one or more occasions shall not be considered a waiver of the IHSA's right to thereafter insist upon strict and immediate adherence to that term, or any other term of this Agreement, at any time.

19. Entire Agreement; Amendments. This Agreement expresses the entire understanding of the IHSA and Vendor and replaces and supersedes any and all prior agreements, understandings and representations (whether written or oral) relating in any way to the subject matter hereof. The recitals appearing at the beginning of, the attachments appearing at the end of, and the IHSA Guidelines referenced within, this Agreement are hereby incorporated into the terms and conditions of this Agreement in full by this reference. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. No modifications, alteration, or amendment of this Agreement shall be valid or binding unless in writing and signed by the party to be charged therewith. Vendor acknowledges that Vendor has not executed this Agreement in reliance upon any promise or representation not expressly set forth in this Agreement.

20. Severability. Every provision of this Agreement is intended to be severable. In the event that any term or provision of this Agreement is declared by a court or competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable; provided, however, that any such invalid or unenforceable provision shall be deemed automatically replaced with a valid and enforceable provision having legal effect as similar as possible.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

22. Governing Law. This Agreement is made in accordance with the laws and decisions of the State of Illinois and will be construed and enforced under the laws of Illinois as applied to agreements entered into and to be fully performed within the state (without regard for the principles of conflicts of laws). The state and federal courts in or nearest to Bloomington, Illinois shall retain exclusive jurisdiction over any disputes arising under or related to this Agreement.

23. Notices. All notices, requests, approvals or other communications provided for or required under this Agreement shall be in writing and shall be deemed to have been duly given to a party if delivered personally, or transmitted by facsimile to such party at its facsimile number set forth below (with the original sent by recognized overnight courier or first class mail), or sent by first class mail or overnight courier to such party at its address set forth below, or at such other facsimile number or address, as the case may be, as shall have been communicated in writing by such party to the other party in accordance with this Section. All notices will be deemed given when delivered in the case of personal delivery or delivery by mail or overnight courier. When sent by facsimile with a confirmation, notice will be deemed given upon confirmation of delivery.

IF TO THE IHSA:

Illinois High School Association

Attention: Tammy Craig

2715 McGraw Drive

Bloomington, Illinois 61704

Phone: (309) 663-6377

Facsimile: (309) 663-7479

Email: tcraig@ihsa.org

IF TO VENDOR:

Company Name: _____

Attention: _____

Address: _____

Phone: _____

Facsimile: _____

Email: _____

For Overnight or In-Person Delivery:

Illinois High School Association

2715 McGraw Drive

Bloomington, Illinois 61704

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and dated as of the date first written above.

ILLINOIS HIGH SCHOOL ASSOCIATION

Vendor: _____

Signature: _____

Signature: _____

Name: *Tammy Craig*

Name: _____

Title: *Business Manager*

Title: _____

Date: _____

Date: _____

EXHIBIT A

WORD MARKS

IHSA®

THE FUTURE PLAYS HERE®

ADD A TUDE™

HAPPENING™

CHALLENGE YOURSELF™

ILLINOIS HIGH SCHOOL ASSOCIATION®

THE FUTURE FISHES HERE®

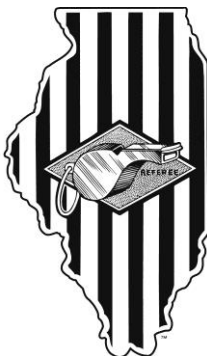
PACK THE PLACE™

PLAY SMART PLAY HARD™

SPORT A WINNING ATTITUDE...SPORTSMANSHIP™

** MARCH MADNESS® ** AMERICA'S ORIGINAL MARCH MADNESS® ** MARCH MADNESS EXPERIENCE®

DESIGN MARKS



ALL OFFICIAL SPORTS AND ACTIVITY LOGOS



NOTES

** SPECIAL PERMISSION IS REQUIRED FOR USE OF "MARCH MADNESS", "AMERICA'S ORIGINAL MARCH MADNESS", AND "MARCH MADNESS EXPERIENCE"

THIS "EXHIBIT A" MAY BE AMENDED BY THE IHSA AT ANY TIME