



Village of Cooperstown

22 MAIN ST. P.O. BOX 346 COOPERSTOWN, NY 13326 (607) 547-2411 • FAX (607) 547-5487

TRADEMARK LICENSE AGREEMENT (SHORT FORM)

This Trademark License Agreement is made and entered into effective as of (month) _____, 20____, by and between the Village of Cooperstown, 22 Main Street, Cooperstown, NY 13326 ("Licensor"), and _____ (company name and address _____ ("Licensee").

For mutual consideration the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Licensor is the owner of the registered trademark DOUBLEDAY FIELD® (the "Trademark") and has developed a special Logo for use with this mark. Licensor desires to use the Trademark and/or the Logo on _____ (the "Use").
2. Licensor grants to Licensee an exclusive, non-transferable, license to use the Trademark and the Logo for the exclusive purpose of the Use (the "License"). Licensee shall make no other use of the Trademark or the Logo other than this Use. Nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor's rights in the Trademark or the Logo. Licensor shall refer all inquiries for the products of Licensee which use the Trademark and Logo to Licensee.
3. Licensee shall pay to Licensor a royalty of ten percent of the wholesale product price that it receives for the Products if it is a wholesaler or seven percent of the retail price which it receives for the Products if it is a retailer. Accrued royalties shall be paid to Licensor quarterly, beginning three months after the execution of this agreement. Licensor shall receive a report on sales along with payment. Licensor may audit the sales on Licensee's books at a reasonable time during business hours on an annual basis at its own expense. Should a discrepancy of more than 10 percent be determined in such an audit, then Licensee shall reimburse Licensor for the cost of the audit as well as make payment of the additional royalties.

_____ if initialed here by the Licensor, it is agreed that the requested Use provides a benefit to the Licensor. Such benefit may involve the advertising or promoting by the Licensee of Village of Cooperstown owned facilities, in which case there shall be no royalty fee paid, however all other requirements of this License Agreement shall remain.

4. Prior to the first date of Licensee's use of the Trademark and/or Logo in connection with the Licensee's product, Licensee shall submit the product for review and approval by Licensor, which shall not be unreasonably withheld. Once Licensor initially approves Licensee's

use of the Trademark and/or Logo in connection with the Licensee's products, Licensor must approve any change in such use prior to implementation of such change.

5. Every use of the Logo by Licensee shall incorporate in an appropriate manner a "TM" symbol and every use of the DOUBLEDAY FIELD® "word mark" shall be accompanied by the "R" enclosed by a circle, as noted.

6. This license shall be in effect until _____. Either Party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other Party, and, unless a later date is specified in such notice, termination shall be effective sixty (60) days after the date such notice is given. Upon termination, all right to use the Trademark and/or Logo shall expire and, upon such termination, Licensee shall immediately cease and desist from all further uses of the Trademark and/or Logo.

7. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same Agreement.

LICENSOR

LICENSEE

Village of Cooperstown, a Municipal Corp.

(Company Name)

Signature: _____
Mayor

Signature: _____
(Authorized Official)