

**Non-Exclusive Trademark License**

Marks:



**We Are.**

<b>Licensee</b>	
<b>Address</b>	
<b>Email Address</b>	
<b>Effective Date</b>	Last below written
<b>License Fee (one-time payment)</b>	\$1.00 (payable to Marion Community Foundation)
<b>Licensed Application(s)</b>	Website, advertising, promotions, publications, general use; co-branding

**License:** Marion Community Foundation (“MCF”) is the owner of the Mark described above. MCF provides investment and administrative services for charitable funds that are created for the purpose of improving the quality of life in Marion County, Ohio. In furtherance of its purpose, MCF provides non-exclusive licenses for businesses and organizations operating in the Marion County, Ohio area to use the Mark in promotion of business, economic development, tourism, education, culture, neighborhoods, and municipal and civic interest (“Licensed Applications”). Subject to the provisions of this Agreement, MCF grants to Licensee, and Licensee accepts, a nonexclusive, nontransferable, limited license to use the Mark in connection with the Licensed Applications. Licensee may not authorize, permit or grant sublicenses to third parties to use the Mark.

**Approval/Quality Control:** All use of the Mark must be expressly approved in advance by MCF and consistent with MCF’s then-current brand guidelines. The Licensed Applications bearing the Mark shall be of a quality, determined in MCF’s sole discretion, consistent with expectations for the brand.

**Ownership:** Licensee acknowledges MCF’s exclusive ownership of the Mark, and agrees that it will do nothing inconsistent with such ownership.

**License Fee/Royalty:** In exchange for the license granted by this Agreement, Licensee agrees to pay to MCF the one-time License Fee set forth above.

**Term/Termination:** The Agreement shall continue in force and effect until terminated by MCF or Licensee. MCF and Licensee may each terminate this Agreement at any time, for any reason, in its sole discretion. Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Mark and any term, phrase or mark confusingly similar thereto.

**Miscellaneous:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral. No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement.

**MARION COMMUNITY FOUNDATION**

**LICENSEE:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Dean L. Jacob, President & CEO

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **WHO TO CONTACT**

The **MarionMade!** **community pride initiative** is a program of Marion Community Foundation and seeks to increase pride in **Marion, Ohio**, by promoting positive features about our **people, products, places, and programs** and to encourage people to view Marion as a **positive place to live, work, play, and visit**.

Marion Community Foundation is located at:

504 South State Street, Marion, Ohio, 43302

Its offices may be reached by visiting, calling 740-387-9704, or online at [www.MarionCommunityFoundation.org](http://www.MarionCommunityFoundation.org).

For further information about the --

**Graphic Standards, permission for use, or the license agreement**, please contact:

Dean L. Jacob, President and CEO

**Style Guide and Digital Toolbox**, please contact:

Lori S. Stevenson, Communications Manager

MarionMade! **initiative** itself and to **become involved**, please contact:

Vicky Branson, Program Manager