

LICENSE AGREEMENT TO USE EAST TOWN BUSINESS PARTNERSHIP NAME AND/OR LOGO

The East Town Business Partnership (the ETBP) recognizes that there are persons, businesses, and organizations who may wish to use the ETBP name and logo in communications, promotional materials, and the like. Similarly, the ETBP wishes to promote its name and logo by allowing the use of these, subject to appropriate guidelines and quality control. Accordingly, the ETBP will license the use of its name and/or logo under the terms and conditions set forth below:

- 1) Any person, business or organization (“Licensee”) that wishes to use the ETBP name and/or logo must first complete the ETBP’s license application on its website (<http://easttownmpls.org/>), or in a written form provided by the ETBP and provide the ETBP with all information required therein, including:
 - a. Name of individual, business or organization, name of contact person, address, email, website, and telephone;
 - b. Description of the proposed use(s) and purpose of the name and/or logo, including intended audiences, circulation, and media channels (e.g., internet, television, billboards, flyers);
 - c. Duration of the proposed use(s);
 - d. An illustration or specimen of the proposed use(s) of the name and/or logo; and
 - e. Agreement to and acceptance of all terms and conditions set forth therein.
- 2) Licensee agrees and acknowledges that the ETBP name and logo (depicted below within this paragraph and hereinafter referred to as the logo) are the property of the ETBP, and that the ETBP reserves all rights relating to the name and logo.



Licensee further agrees and acknowledges the ETBP’s ownership of all approved variations of the logo set forth in the ETBP’s “East Town Brand Identity and Style Guide” (the “Guide,” which is hereby incorporated by reference into this Agreement) in use for the duration of this license, and agrees to utilize only those variations of the logo approved by the ETBP pursuant to the Guide.

- 3) Pursuant to Paragraph 1 above, upon approval of the application by the ETBP, the Licensee shall be granted a limited, nonexclusive, revocable, non-sublicenseable, nonassignable, and nontransferable

license to display the ETBP name and/or logo for the time period stated therein. Thereafter, Licensee may use the ETBP name and/or logo in any of its marketing, advertising, or promotional materials in its website and on any printed or promotional materials made available to the public.

- 4) To ensure quality control, Licensee agrees, upon approval of the license application, to use only the logo image(s) provided by the ETBP and not from any secondary sources.
- 5) Licensee agrees that under no circumstances will the ETBP name or logo (including, but not limited to, graphics, fonts, design, or colors as set forth in the Guide) be modified, shortened or abbreviated without the ETBP's prior written approval.
- 6) Licensee agrees not to use the ETBP name and/or logo in a manner that promotes illegal activity, or is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable.
- 7) Licensee agrees the ETBP reserves the right to monitor the use of the ETBP name and/or logo, and retains the right to revoke this license in the event of misuse or violation of this Agreement.
- 8) Licensee agrees the ETBP may immediately terminate this license upon discovery of violation of the terms or conditions of this Agreement.
- 9) Licensee agrees the ETBP shall have no liability arising out of its use of the ETBP name and/or logo, and agrees to indemnify and hold harmless the ETBP, its directors, officers, employees, and agents from any and all liability that arises in connection with Licensee's use of the ETBP name and/or logo.
- 10) Licensee agrees that:
 - a. This Agreement shall be governed by the laws of the State of Minnesota, without regard to any conflict of laws or provisions therein.
 - b. The venue for any dispute or claim arising out of this Agreement shall be within Hennepin County, Minnesota.
 - c. No failure of the ETBP to enforce any of the terms of this Agreement shall be deemed a waiver of any terms of this Agreement.
 - d. In the event that any of the terms of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other terms of this Agreement or enforceability thereof.
 - e. This Agreement contains all of the terms of the agreement and may not be modified without the written consent of the ETBP.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have

been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

NAME OF LICENSEE

EAST TOWN BUSINESS PARTNERSHIP

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____