

Royalty Agreement

This agreement is **BETWEEN** Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd. Ohiopyle, PA 15470 ("OP"),

AND Warren County School District (Warren Area High)

School located at

6820 Market Street, Russell, PA 16345

(the "School").

Full School Name

Street, City, State, Zip

License to use Marks: The school grants OP the non-exclusive right and a license to use the school Marks for marketing, manufacturing, and distribution of apparel and accessories ("Products") sold to retailers and consumers. School "Marks" are defined as school name, nickname, mascot, and related designs, logo graphics and symbols.

School Sales: This agreement shall not affect the purchase and sales of the School's booster clubs and bookstore in any way.

School Marks: The School warrants and represents that it is the owner of all rights in and to the licensed Marks. The School authorizes its Marks to OP for the sale and distribution of Products bearing the School's name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize OP to sublicense School Marks to other parties.

Indemnification: OP agrees to indemnify and hold the School, its officers, agents, employees, and assignees harmless from liability, loss or damage suffered as a result of claims, demands, cost or judgments, including legal fees arising out of the duties and obligations pursuant to license use school Marks in connection with any product sold by OP.

Term/Termination: This agreement will remain in effect for one year and will renew automatically. The School may terminate this agreement at any time for any reason upon written notification to OP. Upon written notification, OP will immediately discontinue production of any new products but shall retain the right to sell any remaining inventory.

Payments: Payment will be made to the School based on 7% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter. Any checks not cashed after 90 days from issuance will become property of OP.

Persons executing this Agreement warrant and represent that they have been authorized to sign this Agreement to legally bind the party for which they are signing:

"School"

"Ohiopyle Prints Inc."

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Fax: _____

Fax to: 1-866-314-1305

Email: _____

Email to: mytown@ohiopyleprints.com

ATTEST:



Thank you. Please save a copy for your records & return via email or fax.

A fully executed copy will be emailed back to you from Ohiopyle Prints Inc.

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