



## LICENSING AGREEMENT

**So you want to put the Sisters on the fly name or logo on your event or merchandise?  
SOTF wants you to spread the word about us and we will let you do that,  
but first we have to make sure we are all playing by the same rules.**

This TRADEMARK LICENSING agreement is between:

**Sisters on the fly** ("SOTF"), an Arizona corporation  
(known as the **licensor**, because we are granting the right)  
PO Box 22036, Phoenix AZ, 85028 (winter)  
PO Box 731, Absarokee MT, 59001 (summer)

and

You \_\_\_\_\_ operating as (Company name) \_\_\_\_\_  
at (address) \_\_\_\_\_  
(known as the **licensee** because you are getting the right to use the SOTF Trademark)

### **BACKGROUND**

"Trademarks" mean:

- (i) all of the trademarks/tradenames identified on Exhibit A;
- (ii) any combination, form or derivative of those trademarks which SOTF may, from time to time at its sole discretion, specifically authorize for use by Licensee (you) in a writing identifying the mark, it being understood that SOTF may from time to time remove or substitute individual trademarks from Exhibit A at its sole discretion.

SOTF owns the trademarks associated with the SOTF brand. SOTF has developed the Trademarks and brand to have an outstanding reputation and goodwill. Licensee (you) are interested in organizing an event for SOTF members, and/or marketing of merchandise bearing the SOTF marks. Licensee (you) desire to obtain, and SOTF is willing to grant, a license, under which Licensee (you) may use SOTF's Trademarks in the manner described in this Agreement.

### **TERMS**

SOTF and Licensee (you) agree as follows:

1. **License.** SOTF grants to Licensee (you) and Licensee (you) accept an exclusive, non-assignable right to use the Trademarks as described in this Agreement, solely in connection with the (event and/or products) described here:  

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2. **Permitted Use.** The **license** granted under this Agreement applies only to the use of the Trademarks by Licensee (you) in connection with (a) promoting, marketing, advertising or participating in an event specifically sanctioned by SOTF as described above; and/or (b) marketing and/or the retail sale of merchandise specifically sanctioned by SOTF, as described above. Sanctioning of such events and or merchandise must be obtained in writing in advance of any use from SOTF and shall be attached to this Agreement as **Exhibit B.**
3. **Term.** Unless otherwise specified, the term of this license shall be for ONE YEAR beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ and may only be extended in writing signed by SOTF. The license may be terminated without notice from Licensor (SOTF) if at any time Licensee (you) fail to comply with any of its terms of use as stated in this agreement. Upon termination Licensee (you) must immediately cease all use of SOTF Trademark and brand and if requested, confirm to Licensor (SOTF) in writing compliance with these requirements.
4. **Royalty.** Licensee (you) shall pay to SOTF earned royalties in the amount of **10%** of all fees collected as the result of sponsorship of the event and/or retail sale of any merchandise sanctioned by SOTF.
5. **Initiation Fee.** To activate this Agreement Licensee (you) shall pay to SOTF a fee of \$100.00 which is due upon execution of this Agreement. Licensee will be invoiced by SOTF and shall remit via PayPal. This fee represents advance payment of the royalties required pursuant to paragraph 4 and shall constitute a credit for the first \$100 of earned royalties which SOTF shall apply as royalty reporting is made by Licensee (you). After the \$100 credit is exhausted, royalty payments shall be made with the reports required in paragraph 6, by check or via PayPal.
6. **Accounting and Audit Rights.** Licensee (you) shall at all times keep an accurate accounting of all operations and transactions within the scope of this Agreement. Within thirty (30) days after the end of the Term (see paragraph 3), or at least once per quarter if the term is one year, (i.e, by April 30, July 31, October 30 and January 30) Licensee (you) shall give to SOTF a statement presenting:
  - (i) a list of each SOTF member from whom Licensee (you) collected event fees,
  - (ii) an accounting of all sanctioned products sold, expressed in both units of each product sold and aggregate net sales for each product sold. These statements and your records shall be in sufficient detail to be audited.
7. **Notices.** All notices or reports required to be provided to either party shall be delivered to the addresses listed at the top of this Agreement.
8. **Reservation of Rights.** SOTF owns the Trademarks and any related registrations or applications. Except as specifically provided in this Agreement, SOTF reserves all rights, title and interest in and to the Trademarks for its own use or for the use of any other licensee (not you), whether within or outside the United States, in connection with any and all products and events. Licensee (you) understands that SOTF may grant licenses to other parties at any time. Licensee (you) shall not grant to any third party (anyone other

than SOTF and you) any right, permission, license or sublicense with respect to any of the rights granted under this Agreement.

9. **Prohibited Uses.** Licensee (you) are prohibited from any use of the Trademark not expressly permitted in this Agreement. Prohibited uses include, but are not limited to: Use of any aspect of the Trademark or brand as part of any other trademark, design mark, trade name for any organization, or with goods or merchandise that are not specifically sanctioned by SOTF; Incorporating the Trademark in any product that results in a redistribution or reuse of the Trademark or otherwise makes it available in a manner such that a third party can extract or access or reproduce the Trademark; Using the Trademark in a manner that is considered under applicable law to be infringing, defamatory or libelous in nature, or that would reasonably likely cause any person or property reflected in the Trademark to be seen in a false light; Removing any notice of copyright, trademark or other proprietary right from any place where it is on or embedded in the Trademark; Sublicense, resell, rent, lend, assign, gift or otherwise transfer or distribute the Trademark or the rights granted under this Agreement; Use the Trademark or portion of it in any way that gives the impression that SOTF or the logo itself are property of the Licensee (you) or to promote any other event or product that is not sanctioned by SOTF.
10. **Assignment.** This agreement cannot be assigned by either party and does not inure to party's heirs, successors or assigns.
11. **Entire Agreement and Modification.** This agreement constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be effective unless in writing and signed by both parties. This agreement replaces any and all prior agreements between the parties.
12. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Arizona. By entering this agreement both parties agree that Jurisdiction over any dispute shall remain and venue shall be proper in Arizona. To that end, Licensee agrees to submit to such jurisdiction.
13. **Dispute Resolution.** Any dispute arising under this Agreement that cannot be resolved by the parties shall be subject first to mediation and, failing the success of mediation to the superior court.
14. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. **Termination.** This agreement automatically terminates upon expiration or either party's filing of bankruptcy, becoming insolvent or having a receiver appointed.
16. **Binding Agreement.** Except as provided above, this agreement shall be binding upon the parties, their Boards of Directors, employees and their successors, assigns, heirs and executors.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 201\_.

\_\_\_\_\_  
Maurrie L. Sussman,  
Licensor Sisters on the fly

By: \_\_\_\_\_  
Person authorized to sign for Licensee

For: \_\_\_\_\_  
Company Name of Licensee (if not an individual)

**EXHIBITS:**

- A) THE TRADEMARK
- B) SANCTIONED EVENT/PRODCY DESCRIPTION WITH SOTF AUTHORIZATION