

TRADEMARK LICENSE AGREEMENT

This Agreement (“Agreement”) is made on _____, _____ by and between TRIPS FOR KIDS, (“Licensor”), a California Corporation with a principal place of business at 610 4th Street, San Rafael, CA 94901 and _____ (“Licensee”), a 501(c)(3) non-profit organization with a principal place of business at:

(See Schedule C for Licensee proof of non-profit status)

WITNESSETH:

WHEREAS, Licensor is the owner of certain trademarks, including without any limitation, any trade dress, trade names, logos, designs, variations or translations thereof, identified on Schedule A (collectively, the “Mark”) and the exclusive right to use and license the use thereof;

WHEREAS, Licensee desires to use the Mark on the terms and conditions set forth in this Agreement in connection with the development, advertising and promotion of the services set forth on Schedule B (“Services”);

WHEREAS, Licensee recognizes that the valuable reputation and goodwill attaching to the Mark is dependent for its preservation on the high quality standards prescribed and established by Licensor, and accordingly, Licensee is willing to comply with Licensor’s standards in order to obtain such quality and to cooperate with Licensor in preserving the reputation and goodwill attaching to the Mark;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and Agreements contain herein, the parties hereto agree as follows:

1.01 Licensor hereby grants to Licensee a non-exclusive right and license to use the Mark solely as an element of the name “Trips for Kids _____” in connection with the Services they provide subject to the express terms and conditions in this agreement.

ARTICLE 2. TERM OF CONTRACT

2.01. This Agreement and the right and license granted hereunder will become effective on _____ and will continue in effect until _____ unless terminated in accordance with the provisions of this Agreement (“Term”).

ARTICLE 3. TRADEMARKS

3.01. Licensee hereby acknowledges Licensor’s right, title and interest in and to the Mark and Licensor’s exclusive right to use and license the use of the Mark and agrees not to claim any title to the

Mark except as permitted by this Agreement. Licensee shall prominently display the Mark on all versions of the Services and shall include all notices and legends with respect to Licensor's trademarks and trade names as are or may be required by applicable federal, state and local trademark laws or which may be reasonably requested by Licensor.

3.02. Licensee shall at no time adopt or use, without Licensor's prior written consent, any variation of the Mark, including translations, or any mark likely to be similar to or confusing with the Mark. In the event that Licensor consents to any variation of the Mark, Licensee hereby agrees that Licensor shall own such new mark and shall, at all costs and expense, file and obtain in Licensor's name all United States and international trademark registrations. Licensor agrees to give Licensee reasonable assistance, including execution and delivery of all documents required by Licensee, in filing such applications for trademark registration.

3.03. Licensee shall not contest or deny the validity or enforceability of the Mark or oppose or seek to cancel any registration thereof by Licensor, or aid or abet others in doing so, either during the term of this Agreement or at any time thereafter.

3.04. Licensee agrees that it shall conduct all development, merchandising, advertising, promotion and performance of the Services in a dignified manner, consistent with enhancing the general reputation of the Mark and Licensor, and in accordance with good trademark practice.

3.05. Any and all goodwill arising from Licensee's use of the Mark shall inure solely to the benefit of Licensor, and neither during or after the termination of this Agreement and the license granted hereunder shall Licensee assert any claim to the Mark or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Mark or with Licensor.

3.06. Licensee shall, during the term of this Agreement and after termination hereof, execute such documents as Licensor may request from time to time to ensure that all right, title and interest in and to the Mark reside with Licensor.

3.07. The parties' obligations under the provisions of Article 3 shall survive any termination of this Agreement.

ARTICLE 4. QUALITY STANDARDS

4.01. Subject to the terms and conditions herein, Licensee may use the Mark as an identifier on t-shirts, signs, stationary, and in other forms and formats which identify Licensee as an authorized chapter of Licensor. Licensee shall, prior to any use of the Mark by Licensee, furnish to Licensor, for the approval of Licensor, copies of any version of any item to be offered by the Licensee upon which the Mark appears (the "Samples") and copies of formats of all advertising and promotional material in which the Mark appears (the "Materials"). Licensor shall have the right to approve or disapprove any or all Samples or Materials, and Licensor's approval shall not be unreasonably withheld. Any Samples and/or Materials submitted to Licensor shall be deemed approved unless Licensor notifies Licensee to the contrary within thirty (30) days after the receipt of such samples and/or Materials. Licensee shall not distribute, sell or advertise any version of the Services unless and until the Sample for such versions of the Services has been approved or deemed approved by Licensor pursuant to this Article 4. All versions of the Services or Materials developed, manufactured, distributed, sold, and advertised by Licensee shall conform to the Sample or Materials approved or deemed approved by Licensor.

4.02. Licensee will use its best efforts to promote the Services performed under the Mark and to coordinate the development, creation, distribution, sale, advertising and promotion of the Services under the Mark so as to maintain and enhance the value of the goodwill residing in the Mark.

4.03. Licensee shall comply at all times at its sole expense with all applicable laws and regulations pertaining to the development, creation, promotion, sale, and distribution of the Services.

4.04. Licensee acknowledges that, because Licensor is a national organization, in order to avoid confusion, repetitive or unnecessarily competitive activity, Licensor requires that Licensee contact Licensor and receive written approval before approaching any national organization(s) or individual(s) with requests for donations or other assistance.

4.05. In a continuing effort to improve its program, Licensor requires that Licensee complete an end-of-year report in the format submitted to Licensee by Licensor, within 30 days of receipt. Licensee shall also cooperate fully in furnishing information to Licensor as requested by Licensor concerning Licensee's activities pursuant to this Agreement.

4.06. Licensee has received items of property from Licensor (such as bicycles, helmets, etc.) as set forth in "Schedule E". These items are and remain the sole property of Licensor. Licensor hereby grants Licensee the right to utilize these items during the Term of this agreement solely for the purpose of fulfilling its (Licensee's) obligations under this Agreement. During the Term of this Agreement, Licensee agrees to maintain such property in good working condition. In the event that this Agreement is terminated for any reason, Licensee will gather all items together in a secure storage location and advise Licensor of said location. Licensee agrees to return all of these items to Licensor at Licensee's sole expense. Licensor shall have the option of picking these items up or having them retrieved at Licensee's expense upon notification to Licensor of such storage location. At no time, including but not limited to upon or after the termination of this Agreement, shall Licensee sell, donate, destroy or in any way dispose of these items for any reason without the express written permission of Licensor. Licensee understands, acknowledges and agrees that Licensee shall be liable to Licensor for the replacement value of any and each item sold, donated, destroyed or in any way disposed of in breach of this Paragraph 4.06, and that the amount of said replacement value shall be due and payable upon Licensee's receipt of an invoice from Licensor.

ARTICLE 5. INFRINGEMENT

5.01. Licensee shall notify Licensor promptly of any infringement or unauthorized use of the Mark by others of which Licensee becomes aware. Licensor shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use, and Licensee shall cooperate with Licensor, as Licensor may request, in connection with any such action brought by Licensor.

5.02. Licensor shall have the sole right, at its expense, to defend and settle for other than money damages any action that may be commenced against Licensor or Licensee alleging that the Mark infringes any rights of third parties. Licensee shall, at the direction of Licensor, promptly discontinue its use of the Mark alleged to infringe rights of such third parties. If Licensor does not give notice to Licensee of its intent to defend or settle such action within ninety (90) calendar days after the notice from Licensee of such alleged infringement, Licensee may defend the same, at its expense, provided that no settlement shall be made without the prior written approval of Licensor, which approval shall not be reasonably withheld, and Licensee shall advise Licensor periodically of the status of the action

and promptly of any material developments. Licensor reserves the right to participate at any time in such proceedings, each party to bear their own legal costs and expenses except as provided in Section 5.01.

ARTICLE 6. INDEMNIFICATION

6.01. Licensee, at its expense, shall defend and indemnify and hold Licensor harmless from and against any and all liabilities, claims, causes of actions, suits, damages and expenses, including reasonable costs, attorneys' fees and expenses, which Licensor becomes liable for, or may incur or be compelled to pay by reason of (i) claims of infringement of any patent, copyright or trademark or (ii) any actions, whether of omission or commission, that may be committed by Licensee or any of its directors, officers, agents or affiliates in connection with or arising from Licensee's performance of this Agreement.

6.02. Licensee agrees to indemnify, defend, and hold Licensor free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorney's fees, and costs, that Licensor may incur as a result of a breach by Licensee of any representation or agreement contained in this Agreement.

6.03. The provisions of this Article 6 and the parties' obligation thereunder shall survive the termination of this Agreement.

ARTICLE 7. LIABILITY INSURANCE

7.01. Licensee, at its expense, possesses and agrees to maintain a policy of liability insurance with Trips for Kids Marin named as an additional insured in the minimum amount of \$1,000,000 to cover any negligent acts or omissions committed by Licensee or Licensee's employees or agents during the performance of any Services or duties under this Agreement. Licensee further agrees to indemnify and hold Licensor free and harmless from any and all claims arising from any such negligent act or omission. This insurance to be provided by Licensee shall be primary as to any other insurance of Licensor and any other insurance of Licensor shall be excess and not contributory. The policy shall also contain a severability of interest clause. (See Schedule D for Licensee proof of Insurance Policy). Note: See note on Schedule B, Paragraph B(2)

ARTICLE 8. TERMINATION OF AGREEMENT

8.01. Termination of Agreement, Voluntary: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) day written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force for a period of one (1) year beginning and ending as specified in Article 2.01, and continue year to year thereafter unless terminated according to the terms of this article.

8.02. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) Assignment of this Agreement by Licensee.
- (c) Assignment of this Agreement by Licensor except as provided by this Agreement in section 11.11.

- (d) Licensee is not classified as a non-profit organization or registered charity under (501(c) (3) or equivalent Canadian laws (i.e. 149(1)(f) “registered charity or 149(1)(l) “Non-Profit” organization) and/or Licensor determines Licensee is not making its best immediate efforts to so become; or
- (e) Licensee is in breach of any of the following articles or any subsection thereof of this Agreement: Articles 3 (Trademarks), Articles 4 (Quality Standards), Articles 5 (Infringement) Articles 7 (Liability Insurance), Articles 9 (Proprietary Rights).

8.03. Effect of Termination: Upon termination of this Agreement Licensee will immediately cease providing any and all use of the “Mark”, including but not limited to uses of the Mark authorized by this License Agreement.

ARTICLE 9. PROPRIETARY RIGHTS

9.01. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Licensor for Licensee’s use are the sole property of Licensor. This proprietary information includes, but is not limited to, client lists, marketing information, and information concerning Licensor’s employees, products, services, prices, operations, and subsidiaries not otherwise available in the normal course of events.

Licensee will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with Licensor’s written approval, and only to the extent necessary to perform the Services under this Agreement. This prohibition also applies to Licensee’s employees and agents. On termination of this Agreement, Licensee will return any confidential information in its possession to Licensor.

9.02. Non-Solicitation: During the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Licensee shall not call on, solicit, or take any actions whatsoever to procure present or future benefits or donations from any of Licensor’s charitable benefactor’s of which Licensee became aware of as a result of performing Services under this Agreement, or otherwise.

ARTICLE 10. GENERAL PROVISIONS

10.01. Notices: Any notices required to be given under this Agreement by either party to the other must be effected in writing by personal delivery, or by mail, registered or certified postage prepaid with return receipt requested (or delivery by private carrier e.g. UPS, FedEx, with signature required). Mailed notices must be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by giving written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

10.02. Entire Agreement of the Parties: This Agreement constitutes the entire understanding of the parties concerning the subject matter hereof. This Agreement supersedes any and all prior Agreements, either oral or written, between the parties and contains all of the representations, covenants and Agreements between the parties with respect to the License. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or

otherwise, have been made by any party, which are not contained in this Agreement, and that no other Agreement, statement, or promise not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in a writing signed by the parties hereto.

10.03. Partial Invalidity: If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Arbitration

10.04. Arbitration: If any dispute arises between Licensor and Licensee regarding the terms of this contract or any other matter relating to this transaction, such dispute shall be submitted to and resolved by binding arbitration pursuant to California law and not by a lawsuit or resort to court process (except to the extent California law provides for judicial review of arbitration proceedings). This includes any claim against Licensor or Licensee for breach of contract, negligence, or other wrongdoing. Disputes shall be arbitrated according to guidelines and standards adopted by the State Bar of California, if any, then in effect. The decision of the arbitrator shall be final and binding. The arbitrator or arbitrators shall have the discretion to order the losing party to reimburse the prevailing party for all legal costs and attorney's fees and the arbitrator's fees.

10.05. Liquidated Damages: The parties agree that in the event of a material breach of this Agreement by Licensee, it would be impracticable or extremely difficult to fix the actual damage and, therefore, the breaching party will pay to the non-breaching party as liquidated damages and not as a penalty the sum of \$5,000.00, which represents a reasonable compensation for the loss incurred because of the breach.

10.06. Attorneys' Fees: If any legal action, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled. Any such action under this paragraph is subject to the provisions of paragraph 10.04.

10.07. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California. The parties agree that each has reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any revision or exhibit thereto.

10.08. Preservation of Injunctive Relief: Notwithstanding any provision to the contrary, Licensee hereby acknowledges that monetary damages may not provide a remedy in the event of Licensee's breach of any of the following articles or any subsection thereof of this Agreement: Articles 3 (Trademarks), Articles 4 (Quality Standards), Articles 5 (Infringement) Articles 7 (Liability Insurance), Articles 9 (Proprietary Rights). Therefore, in addition to any other rights of Licensor, Licensee grants to Licensor the right to enforce this Agreement by means of injunction, both mandatory (specific performance) and preventative, without the necessity of obtaining any form of bond or undertaking whatsoever, and waives any claim or defense that damages may be adequate or that may otherwise preclude injunctive relief.

10.09. Venue: This Agreement is deemed entered into and shall be performed in the City and County of Marin in the State of California. In the event of suit concerning the provisions of this

Agreement, the parties hereby consent to the jurisdiction and the venue of the Superior Courts of the City and County of San Francisco, California and in the Northern District of United States District Court in California.

10.10. Waiver: No failure or delay by Licensor in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

10.11. Assignment: Neither this Agreement nor all or any portion of the rights licensed to Licensee herein may be assigned by Licensee without the prior written consent of the Licensor which consent shall not be unreasonably withheld.

10.12. Relationship of the Parties: Licensee is an independent entity and neither Licensee nor its agents, or employees shall be considered employees or agents of Licensor. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Licensor and Licensee. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on the behalf of the other, except to the extent and for the purposes provided herein.

10.13. Authority to Sign: Each person signing below on behalf of any entity hereby represents, warrants and covenants that he/she does so with full and complete authority to so bind the party on whose behalf he/she is signing, to each and every obligation set forth in this Agreement. This Agreement is:

Executed at _____ (city), _____ (state), on _____ (date).

LICENSOR

TRIPS FOR KIDS, INC.,

By: _____ (Signature)

_____ (Printed name)

_____ (Title)

LICENSEE

_____ (Name of Nonprofit Organization)

By: _____ (Signature)

_____ (Printed Name)

_____ (Title)

SCHEDULE A

The Mark

Licensor is the registered owner of the trademark “Trips for Kids”, registered with the United States Patent and Trademark Office under registration number 2158638.

Licensor is also the owner of a common law trademark in the following logo, which is also registered with the United States Copyright Office.

Insert copies here

SCHEDULE B

SERVICES:

B(1) Trips for Kids™ youth biking program is a non-profit, volunteer organization that provides mountain biking outings and environmental education for kids that would not otherwise be exposed to these types activities. Using bicycles as the vehicle, our goal is to combine lessons in personal responsibility, achievement and environmental awareness through practical skill and the simple act of having fun.

B(2) TO THIS END: LICENSEE WILL PROVIDE THE FOLLOWING SERVICES:

- (a) Provide mountain bike outings for kids that would not otherwise be exposed to these types of activities in _____.
- (b) Provide environmental education for kids that would not otherwise be exposed to these types of activities in _____.
- (c) Provide at chapter discretion other additional sports or outdoor activities for kids that are complementary to the goals set forth in Paragraph B(1) of Schedule B

Note: Paragraph B (2) of Schedule B provides that each chapter will provide services (a) and (b) and that each chapter may elect to provide services (c). Should a chapter elect to provide activities pursuant to paragraph B (2) (c), that chapter must secure additional insurance coverage that is designed to cover their additional activities to the same minimum insurance requirements as set forth in Article 7.01. Such other activities can be provided and may be authorized as a Trips for Kids activity only if the chapter has in effect the insurance requirements of Article 7.01 and only if the activity is approved as a covered activity by their individual insurance carrier.

B(3) LICENSOR WILL PROVIDE THE FOLLOWING SERVICES:

- (a) Provide instructional literature to aid Licensee in implementing the licensed Services.
- (b) Provide personal supervision and guidance, as deemed necessary by Marilyn Price, to aid Licensee in successfully performing the Services covered under this Agreement.

SCHEDULE C

(ATTACH COPIES OF LICENSEE'S PROOF OF NON-PROFIT STATUS HERE).

SCHEDULE D

ATTACH COPIES OF LICENSEE'S PROOF OF INSURANCE HERE

(After this Trademark Agreement is finalized Licensee will submit documentation that Trips for Kids Marin is named as an additional insured)

SCHEDULE E

ITEMS OF PROPERTY PROVIDED BY LICENSOR TO LICENSEE: