

TRADEMARK LICENSE AGREEMENT (ORGANIZATION)

This Agreement (“**Agreement**”) is made on [_____, ____] (the “**Effective Date**”) 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 _____, _____. The name that Licensee may use under this Agreement is [_____] (the “**Licensed Name**”). (See Schedule C for Licensee proof of non-profit status.)

WITNESSETH:

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

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

WHEREAS, Licensee recognizes that the preservation of the valuable reputation and goodwill attaching to the Marks is dependent 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 Marks;

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

1.01. Subject to the express terms and conditions in this Agreement, Licensor hereby grants to Licensee a non-exclusive right and license to use the Marks solely as an element of the Licensed Name (as defined in the introductory paragraph) in connection with the Services Licensee provides and to use the Marks as an identifier on t-shirts, signs, stationary, and in other forms and formats which identify Licensee as an authorized organization of Licensor.

ARTICLE 2. TERM OF CONTRACT

2.01. This Agreement and the right and license granted hereunder are effective as of the Effective Date and will continue in effect for a period of one (1) year, and will automatically renew for additional one (1) year periods thereafter unless terminated in accordance with Article 8 of this Agreement (“**Term**”).

ARTICLE 3. TRADEMARKS

3.01. Licensee hereby acknowledges Licensor’s right, title and interest in and to the Marks and Licensor’s exclusive right to license the use of the Marks. Licensee agrees not to claim any right, title, or interest in the Marks except as permitted by this Agreement. Licensee shall prominently display the Marks on all versions of materials relating to 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 Marks, including translations, or any mark similar to or likely to be confused with the Marks. In the event that Licensor consents to any variation(s) of the Marks (the "**Variation(s)**"), Licensee agrees that Licensor shall own the Variation(s). Upon Licensee's request and at Licensor's reasonable judgment, Licensor shall have the option to, but is not obligated to, file and obtain in Licensor's name all United States and international trademark registrations relating to the Variation(s) at Licensee's expense. Licensee agrees that Licensor shall own the Variation(s) and to give Licensor reasonable assistance, including execution and delivery of all documents required by Licensor, in filing applications for trademark protection of the Variation(s). Licensee agrees not to pursue trademark protection for the Variation(s) in the event that Licensor chooses not to pursue trademark protection for the Variation(s).

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

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

3.05. Any and all goodwill arising from Licensee's use of the Marks shall inure solely to the benefit of Licensor, and neither during nor after the termination of this Agreement shall Licensee assert any claim, right, or interest in the Marks or such goodwill. Licensee shall not take any action that could be detrimental to the goodwill associated with the Marks or 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 Marks reside with Licensor.

ARTICLE 4. QUALITY STANDARDS

4.01. Licensee shall obtain from Licensor prior written authorization for each proposed use of the Marks by Licensee by furnishing, in the form requested by Licensor, for approval by Licensor copies of any item to be offered by Licensee upon which the Marks appear (the "**Sample(s)**") and copies of all advertising and promotional materials in which the Marks appear (the "**Materials**"). Licensor shall have the right to approve or disapprove any or all Sample(s) or Materials, and Licensor's approval shall not be unreasonably withheld. Licensor shall further have the right to request additional Samples and/or an accounting of all Samples and/or Materials used by Licensee at any time. Licensee shall not distribute, sell or advertise any version of the Services unless and until the Sample(s) for such versions of the Services has been approved by Licensor pursuant to this Article 4. All versions of the Sample(s) or Materials developed, manufactured, distributed, sold, and advertised by Licensee shall conform to the Sample(s) or Materials approved by Licensor.

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

4.03. Licensee shall comply at all times and 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 Licensor is a national organization and, in order to avoid confusion, repetitive or unnecessarily competitive activity, when Licensee acts as a Trips for Kids organization, Licensee agrees to contact Licensor and receive written approval before approaching any national organization(s) or individual(s) with requests for donations or other assistance. This does not affect Licensee's ability to interact with organizations or individuals when Licensee acts solely in its own capacity and not as a Trips for Kids organization and without use of the Marks and without reference or association to the Trips for Kids organization or its Services.

4.05. In a continuing effort to improve Licensor's 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. To the extent that Licensee has received items of property from Licensor, including but not limited to bicycles and helmets, as set forth in Schedule E ("**Trips for Kids Property**"), these items are and remain the sole property of Licensor. Licensor hereby grants Licensee the right to utilize the Trips for Kids Property during the Term of this Agreement solely for the purpose of fulfilling Licensee's obligations under this Agreement. During the Term of this Agreement, Licensee agrees to maintain Trips for Kids Property in good working condition. In the event that this Agreement is terminated for any reason, Licensee will gather all Trips for Kids Property in a secure storage location and notify Licensor of said location. Licensor will have the option to pick up the Trips for Kids Property or to instruct Licensee to return the Trips for Kids Property to Licensor at Licensee's sole expense. 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 the Trips for Kids Property 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 Trips for Kids Property 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 Marks 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 (provided that any such settlement does not obligate Licensee to pay money damages), any action that may be commenced against Licensor or Licensee alleging that the Marks infringe any rights of third parties. Licensee shall, at the direction of Licensor, promptly discontinue its use of the Marks alleged to infringe the rights of such third parties.

ARTICLE 6. INDEMNIFICATION

6.01. Licensee, at its expense, shall defend, indemnify and hold Licensor harmless from and against any and all liabilities, claims, causes of action, 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 any third-party claim(s) (i) of infringement of any patent, copyright or trademark, excluding claims relating to Licensee's use of the Marks in accordance with the terms and conditions of this Agreement; (ii) resulting from any actions, whether of omission or commission, by Licensee or any of its directors, officers, agents or affiliates in connection with or arising from Licensee's performance of this Agreement; or (iii) resulting from Licensee's breach of this Agreement.

ARTICLE 7. LIABILITY INSURANCE

7.01. Licensee, at its expense, agrees to possess and maintain a policy of liability insurance with Licensor named as an additional insured in the minimum amount of \$1,000,000 per occurrence to cover any negligent acts or omissions committed by Licensee or Licensee's employees, agents, or representatives during the performance of any Services or obligations under this Agreement. (See Schedule D for Licensee proof of Insurance Policy). Licensee further agrees to indemnify and hold Licensor free and harmless from any and all claims arising from any such negligent act or omission by Licensee. 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)(c).

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) days written notice to the other party.

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) Purported assignment or sublicense of this Agreement by Licensee in violation of Section 10.11 herein.
- (c) Licensee is not classified as a non-profit organization or registered charity under 501(c)(3) or equivalent Canadian law (i.e., 149(1)(f) "registered charity" or 149(1)(l) "Non-Profit" organization) and/or Licensor determines that Licensee is not making its best efforts to obtain non-profit or charity classification; or
- (d) Licensee is in breach of any of the following Articles or any subsection thereof of this Agreement.

8.03. Effect of Termination: Upon termination of this Agreement, Licensee will immediately cease any and all use of the Marks, including but not limited to uses of the Marks 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 publicly available (the "**Confidential Information**").

Licensee, its employees, agents, and representatives agree to keep the Confidential Information in the strictest confidence, and will not use or disclose the Confidential Information 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. On termination of this Agreement, Licensee will return to Licensor or, upon Licensor's request, destroy any Confidential Information in its possession.

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 benefactors of which Licensee became aware as a result of performing Services under this Agreement or otherwise, unless Licensee had a pre-existing relationship with the benefactor in question.

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 received as of the date of actual receipt; mailed notices will be deemed received as of the date 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 herein. This Agreement supersedes any and all prior agreements, either oral or written, and contains all of the representations, covenants and agreements between the parties with respect to the subject matter herein. Any amendment to the terms 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.

10.04. Survival: The parties' obligations under the following provisions of this Agreement shall survive any termination of this Agreement: 3.02-3.03, 3.05-3.06, 4.03-4.04, 4.06, 5.01-5.02, 6.01, 7.01, 9.01-9.02, 10.01, and 10.03-10.14.

10.05. Arbitration: Any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement or any breach or alleged breach hereof, shall, upon the request of any party involved, be submitted to and settled by arbitration in the City of San Rafael, State of California, pursuant to the Commercial Arbitration Rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties, and a judgment thereon

may be entered in the highest court of the forum, State or Federal, having jurisdiction. The arbitrator shall have the right to award to the prevailing party its attorneys' fees and costs, including, without limitation, the costs of arbitration. Nothing in this provision prevents either party from seeking injunctive relief in a court of law.

10.06. Attorneys' Fees: If either party is determined to be the prevailing party in any litigation or arbitration (or appeals therefrom) regarding the rights and obligations of the parties under this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs from the non-prevailing party.

10.07. Governing Law: This Agreement will be governed by and construed in accordance with the laws of the State of California.

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 this Agreement. Therefore, in addition to any other rights or remedies of Licensor, Licensor shall have the right to seek injunctive relief without the necessity of obtaining any form of bond or undertaking whatsoever. Licensee waives any claim or defense that damages may be adequate or that may otherwise preclude injunctive relief.

10.09. Venue: Subject to the parties' agreement to arbitration pursuant to Section 10.05, in the event of any action or proceeding concerning the provisions of this Agreement, including any action to obtain injunctive relief, the parties hereby consent to the exclusive and personal jurisdiction of the Courts of the City of San Rafael and the County of Marin, California and the United States District Courts for the Northern District of 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. No Assignment or Sublicense: Neither this Agreement nor all or any portion of the rights licensed to Licensee herein may be assigned or sublicensed by Licensee without the prior written consent of the Licensor.

10.12. Relationship of the Parties: Licensee is an independent entity and neither Licensee nor its agents, employees, or representatives shall be considered employees, agents, or representatives 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 on the behalf of the other, except as provided by this Agreement.

10.13. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

10.14. 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.

LICENSOR

TRIPS FOR KIDS, a California corporation

By: _____(Signature)

_____ (Printed name)

_____ (Title)

LICENSEE

_____ (Name of Licensee)

By: _____(Signature)

_____ (Printed Name)

_____ (Title)

SCHEDULE A

The Marks

Licensors own the registered trademark “TRIPS FOR KIDS,” registered with the United States Patent and Trademark Office under Registration Number 2,158,638 for the following services: “recreational and educational services, namely, arranging and conducting outdoor activities for low income youth in the nature of biking, hiking, and camping; conducting educational classes in the field of the environment and job training.”

Licensors own the registered trademark “TFK,” registered with the United States Patent and Trademark Office under Registration Number 3,548,849 for the following services: “recreational and educational services, namely, arranging and conducting outdoor activities for low income youth in the nature of biking, hiking, and camping, conducting educational classes in the field of the environment and job training.”

Licensors also own the registered design trademark below, registered with the United States Patent and Trademark Office under Registration Number 3,456,683 for the following services: “recreational and educational services, namely, arranging and conducting outdoor activities for low income youth in the nature of biking, hiking, and camping; conducting educational classes in the field of the environment and job training.”



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 to kids who would not otherwise be exposed to these types of activities. Using bicycles as the vehicle, Trips for Kids'™ 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 biking outings to kids who would not otherwise be exposed to these types of activities in the city or other geographic area where Licensee operates.
- (b) Provide environmental education to kids who would not otherwise be exposed to these types of activities in the city or other geographic area where Licensee operates.
- (c) Provide, at Licensee's discretion and upon Licensor's approval, additional sports or outdoor activities to kids that are complementary to the goals set forth in Paragraph B(1) of Schedule B ("**Additional Activities**").

Note: Paragraph B(2) of Schedule B provides that Licensee will provide services (a) and (b) and that Licensee may desire to provide services pursuant to Subsection (c). Should Licensee desire to provide Additional Activities pursuant to Paragraph B(2)(c), Licensee must first obtain Licensor's prior written consent and secure additional insurance coverage designed to cover the Additional Activities to the same minimum insurance requirements as set forth in Article 7.01. Such Additional Activities may be provided and authorized as a Trips for Kids activity only if Licensee has in effect the insurance requirements of Article 7.01 and only if the Additional Activities are approved as a covered activity by Licensee's individual insurance carrier.

B(3) LICENSOR WILL PROVIDE THE FOLLOWING SERVICES:

- (a) Provide instructional literature to aid Licensee in implementing the 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, INCLUDING EVIDENCE OF LICENSOR NAMED AS AN ADDITIONAL INSURED

SCHEDULE E

ITEMS OF PROPERTY PROVIDED BY LICENSOR TO LICENSEE: