

**USA ROLLER SPORTS  
2017-2018 BRAND PARTNERSHIP PROGRAM**

There are **three** non-exclusive annual license agreements for each **CHARTERED CLUB** for the use of the names, logos, and wordmarks of the property on or in association with promotional materials and products to be sold to or used by the club.

By signature of the agreement, each **CHARTERED CLUB** agrees that it understands and will abide by the trademark and logo use allowances as described below:

<b>CLASS</b>	<b>FEE</b>	<b>PURPOSE</b>
CLASS I	FREE	Use of USARS marks on approved promotional materials and authorized items (Free to all USARS Charter Clubs)
CLASS II	\$100	Use of USARS marks on approved promotional materials and authorized items as well as fund-raising, sales and USARS program opportunities for clubs
CLASS III	\$300	Use of USARS marks on approved promotional materials and authorized items as well as fund-raising and sales for clubs sponsoring USARS Regional Championship (Only).

**BENEFITS**

The rights granted to the **CHARTERED CLUB** to use the USA ROLLER SPORTS LICENSED MARKS are as follows:

<b>ITEMS</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>
Marks on CLUB uniforms, apparel worn by members, coaches, officials and member volunteers	FREE	FREE	FREE
Marks on CLUB correspondence (Letterhead, business cards etc)	FREE	FREE	FREE
Marks on related CLUB advertising (Brochures, posters etc.)	FREE	FREE	FREE
Marks on printed CLUB materials (Registration materials, etc.)	FREE	FREE	FREE
Marks on CLUB electronic media (Web site, newsletters, etc)	FREE	FREE	FREE
Marks on products for merchandising or sales made directly by the CLUB for fund-raising purposes	No	Yes	Yes
Marks on products for merchandising sold directly by the CLUB for profit at sanctioned events	No	Yes	Yes
Marks on CLUB products for merchandising, signage at venues for profit	No	Yes	Yes
CLUB programs endorsed by USARS	No	Yes	Yes
CLUB granting an outside entity use of marks for there use and retail sales	No	No	No

**(USARS reserves the exclusive right to grant outside entities the use of marks for there use and retail sales.)**

Check the appropriate box indicating the class in which your **CLUB** wishes to participate.

- Class I: Free**
- Class II: \$100**
- Class III: \$300**

## **LICENSE AGREEMENT FOR CLUBS**

- STEP 1** **CLUB** obtains the **USARS Club Brand Partnership Licensing Agreement** from **USA Roller Sports**.
- STEP 2** **CLUB** signs agreement and sends to **USA Roller Sports**. Indicate classification and enclose rights fees
- STEP 3** **CLUB** forwards to **USA Roller Sports** a list of all of the vendors utilized to obtain licensed goods during the term of the agreement, along with the dollar amount purchased from each vendor.

## **ART APPROVAL & PRODUCT APPROVAL PROCEDURES FOR CLUBS**

### **STEP I PREPARATION OF DESIGN**

1. CLUB assures that all promotional, advertising and packaging materials will be of good quality in design, material and workmanship and will be suitable for their intended purpose
2. CLUB further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contain or is at all derived from the licensed marks
3. CLUB further agrees that no injurious, deleterious or toxic substance will be used in or on the licensed products.
4. CLUB further agrees that licensed products will not cause harm when used as instructed and with ordinary care for their intended purpose
5. CLUB further agrees that licensed products will be manufactured, sold and distributed in strict compliance with all laws and regulations

### **STEP 2 CLUB SENDS DESIGN TO USA ROLLER SPORTS FOR APPROVAL**

### **STEP 3 USA ROLLER SPORTS RESPONDS TO DESIGN APPROVAL/NON-APPROVAL**

## **USARS Club Brand Partner Licensing Agreement**

USARS ("Property"), hereby grants a nonexclusive license for the use of the names, logos, and wordmarks (the "Licensed Marks") of the Property on or in association with promotional materials or products ("Licensed Products") to be sold to or by the club whose name appears below ("Licensee/Club").

This agreement conveys to the Licensee/Club the right to utilize the USARS Licensed Marks in accordance with the usage terms described. This agreement is between the Property and Licensee/Club only and does not allow the Licensee/Club to grant rights for the use of the Licensed Marks to or through an outside retail entity for purposes other than as described.

Licensee/Club agrees that all right, title and interest in the Licensed Marks shall remain exclusively with the Property and that any use of the Licensed Marks will inure to the benefit of the Property. Licensee/Club further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contains or is at all derived from the Licensed Marks. Licensee/Club agrees that all artwork, designs, or reproduction which are derived to any extent whatsoever from the Licensed Marks are works made for hire for the Property and that any such work may only be performed by Licensee's employees or subcontractors.

Licensee/Club warrants that the Licensed Products and all promotional, advertising, and packaging material will be of good quality in design, material, and workmanship and will be suitable for their intended purpose; that no injurious, deleterious, or toxic substances will be used in or on the Licensed Products; that the Licensed Products will not cause harm when used as instructed and with ordinary care for their intended purpose; and that Licensed Products will be manufactured, sold and distributed in strict compliance with all laws and regulations.

Licensee/Club agrees to defend and hold harmless the Property from any and all claims, damages, liabilities and costs and damages of every nature relating to or arising out of the manufacture or sale of the Licensed Products.

Property does not warrant to Licensee/Club that the use of any of the Licensed Marks is free from any claim by any third party of infringement or unfair competition and the Property shall not be liable to Licensee/Club as a result of Licensee's/League's activities under this agreement for any damage or cost incurred or paid by Licensee/Club to any third party for such claims, judgments or settlements.

This license may be terminated prior to the stated expiration date by either party without cause on ninety (90) days' prior written notice to the other party. The Property may terminate this license immediately if the Licensee/Club breaches any of the conditions or provisions of this License and fails to cure within ten (10) days after notice from the Property.

Licensee/Club also agrees to forward to the USARS National Office a list of all of the vendors utilized to obtain licensed goods during the term of this agreement, along with the dollar amount purchased from each. Licensee/Club agrees to forward this information no later than the expiration date of the agreement.

Licensee/Club agrees that this agreement is only applicable for the term specified and all rights given herein will terminate upon expiration. This agreement may be renewed yearly.

The Property reserves the right to not grant a license to a prospective licensee.

This agreement shall become effective upon execution by both parties and shall expire on August 31, 2018.

Licensee/Club: \_\_\_\_\_ Club ID #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Class: \_\_\_\_\_ Amount Remitted: \_\_\_\_\_

\_\_\_\_\_ Yes, I need the USARS Brand Partnership CD.

\_\_\_\_\_ No, I do not need the USARS Brand Partnership CD.

**MAIL** completed application and check to:  
USA Roller Sports  
4730 South Street  
Lincoln, NE 68506

**FAX** completed application and credit card information to:  
402.483.1465

**EMAIL** completed application and credit card information to:  
payments@usarollersports.org

**Questions? Call 402.483.7551**

CREDIT CARD INFORMATION

Card Number: \_\_\_\_\_ CCV#: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

Signature: \_\_\_\_\_

Total Amount To Charge: \_\_\_\_\_