

	FMCA POLICIES AND PROCEDURES	INDEX NO. 1004/A	APPROVAL LEVEL EB
	SUBJECT Logo Licensing Agreement	EFFECTIVE 11/05	SUPERSEDES 12/97
	SPECIAL DISTRIBUTION		

LICENSE AGREEMENT

BETWEEN
FAMILY MOTOR COACH ASSOCIATION
8291 CLOUGH PIKE, CINCINNATI, OH 45244-2796
 AND

DATE: _____

FAMILY MOTOR COACH ASSOCIATION, INC., has the exclusive right to license for commercial purposes the marks shown on Exhibit A which are the property of FMCA, such marks being herein referred to as the “FMCA Mark.”

_____, a _____ corporation, whose name and address is set forth above, desires to utilize the FMCA Mark in accordance with the terms and conditions of this agreement.

Therefore, in consideration of the mutual premises, covenants and undertakings hereinafter contained, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this License, the following additional definitions shall be operative:

- (a) The “Term” means a one-year period beginning _____, unless sooner terminated by FMCA in accordance with the provisions hereof or extended by FMCA as provided in Sections 4 and 10 below.
- (b) “FMCA or Licensed Products” means products approved for marketing by _____ under the FMCA Mark pursuant to Section 6 of this License Agreement.

2. GRANT OF LICENSE

FMCA hereby grants to _____, the non-exclusive right to use the Family Motor Coach Association, Inc., Mark on FMCA-approved items approved for sale by _____ during the Term hereof in accordance with the Provisions and Conditions of this License, throughout the United States of America, Canada and Mexico.



SUBJECT

Logo Licensing Agreement

INDEX NO.

1004/A

3. **ROYALTY RATE AND TERMS OF PAYMENT**

Rate: _____ will pay FMCA a yearly licensing fee of: \$_____

RETAIL COST OF LICENSED ITEM	ANNUAL ROYALTY RATE
\$25 and under	\$25.00
\$25.01 to \$50	\$50.00
\$50.01 to \$100	\$100.00
\$100.01 to \$200	\$200.00
\$200.01 to \$300	\$300.00
Over \$300	\$500.00

Royalty payment due with signed License Agreement

4. **RENEWAL**

If _____ performs its obligations during the Term, this agreement will automatically renew from year to year on the same terms and conditions, unless either party shall give written notice of non-renewal at least ninety (90) days prior to the expiration of the original or any renewal term.

5. **EXCLUSIVITY**

Nothing in this License shall be construed to prevent FMCA from granting any other licenses for use of the FMCA Mark on products.

6. **QUALITY CONTROL/PRODUCT APPROVAL**

(a) All products bearing the FMCA Mark and their packaging shall meet FMCA standards of high quality, style, construction and appearance. _____ agrees that it will sell no FMCA Products unless those products have been approved by FMCA or FMCA has waived its review of product prior to sale.

(b) The following conditions and procedures will govern product approvals:

(i) Prior to the first offer for sale of any item associated with the FMCA Mark, _____ shall notify FMCA of its intent to include such item as an FMCA Product and supply FMCA with a sample of each item and any proposed catalog description, packaging and advertising and merchandising materials which embody the FMCA Mark.

(ii) FMCA shall review each item with respect to quality and appropriateness for identification with the FMCA Mark.

(iii) FMCA shall notify _____ within fourteen (14) days of sample receipt of FMCA's acceptance or rejection of each item as an FMCA Product. FMCA's decision shall be final and binding on _____.



SUBJECT

Logo Licensing Agreement

INDEX NO.

1004/A

- (c) In order to assure continuing product quality:
 - (i) _____ will not deviate from the standards of quality or samples upon which product approvals are based.
 - (ii) _____ will supply within fourteen (14) days of any request by FMCA such reasonable number of samples of FMCA Products and their packaging as FMCA may require.
- (d) FMCA will make the best efforts to evaluate FMCA Product submissions within seven (7) days of their receipt by FMCA.
- (e) Product(s) Approved: _____

7. INDEMNIFICATION

_____ will be solely responsible for, and will defend and indemnify the Family Motor Coach Association, Inc. (FMCA), and its respective officers, agents and employees, and will hold each of them harmless from any claims, demands, causes of action, or damages, including reasonable attorney’s fees, arising out of the use of the FMCA Marks in connection with the sale, distribution or use of the FMCA Products or otherwise. FMCA will indemnify _____, its officers, agents and employees and will hold them harmless against any claims, demands, causes of action or damages, including reasonable attorney’s fees, for the trademark infringement arising out of the use of the FMCA Marks as authorized in this License, provided that FMCA is given immediate notice of, and shall have the option to undertake and conduct the defense of, any such claim, demand or cause of action.

8. DISTRIBUTION REQUIREMENTS

A selection of FMCA Marked Products may be offered for sale in _____ catalogs, specialty flyers and retail stores or booths based on sales and profit criteria established by _____.

9. RECORDS

_____ will keep accurate books of account and records covering all transactions relating to this License. FMCA and its duly authorized representative shall have the right to examine such books of account and records and all other documents and material in _____’s possession or under its control with respect to the subject matter and terms of this License, and shall have free and full access thereto for such purposes. All such books of account and records shall be kept available for at least one year after termination of this License. _____ will designate a number that will be used exclusively in connection with FMCA Products and with no other articles that _____ may manufacture, sell or distribute.

10. TERMINATION

Without prejudice to any other rights, FMCA shall have the right to terminate this License upon written notice to _____ at any time if:



- (a) _____ shall not have begun the bona fide sale of the FMCA Products hereunder within one (1) month from commencement of the Term;
- (b) _____ shall fail to continue the bona fide sale of selected FMCA Products during the Term;
- (c) _____ shall fail to make any payment due hereunder or fail to furnish the reports required in connection therewith;
- (d) _____ shall fail to perform any other material term of this License.

11. **DISPOSAL OF STOCK**

After expiration or termination of this License, _____ shall have no further right to manufacture, advertise, distribute, sell or otherwise deal in any FMCA Products or other products which utilize the FMCA Mark except _____ may dispose of FMCA Products which are on hand or in process at the time of such expiration or termination for a period of fifteen (15) months thereafter.

12. **EFFECT OF EXPIRATION OR TERMINATION**

After expiration or termination of this License for whatever reason, _____ will refrain from further use of the FMCA Mark or any further reference to it, and or any simulation of the FMCA Mark, except as provided in paragraph 11.

13. **NOTICES**

All notices and statements to be given and all payments to be made hereunder shall be given or made at the respective addresses of the parties as set forth above unless notification of a change of address is given in writing. Any notice shall be sent by registered or certified mail, TWX, facsimile, or mailgram, and shall be deemed to have been given at the time it is mailed.

14. **NO JOINT VENTURE**

Nothing herein contained shall be construed to place the parties in the relationship of partners, joint ventures, or agents, and _____ shall have no power to obligate or bind FMCA in any manner whatsoever, and FMCA in no way represents itself as guarantor of the quality of any products produced by _____ pursuant to this License.

15. **ARBITRATION**

At either party's option, any dispute or disagreement between the parties hereto arising out of or relating to this License shall be settled by arbitration in Cincinnati, Ohio, under the rules then in effect of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction.

16. **NO WAIVER, ASSIGNMENT, ETC.**

The Agreement and any rights herein granted thereby are personal to _____ and any assignment, sublicensing, or other encumbrance is void without FMCA's prior written consent. This License constitutes the entire agreement and understanding between the parties hereto and cancels, terminates and supersedes any prior



SUBJECT

Logo Licensing Agreement

INDEX NO.

1004/A

agreement of understanding relating to the subject matter hereof between _____ and FMCA. None of the provisions of this agreement can be waived or modified except expressly in writing signed by both parties, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein. This agreement shall be construed in accordance with the laws of the State of Ohio.

**ACCEPTED AND ACKNOWLEDGED BY:
FAMILY MOTOR COACH ASSOCIATION, INC.**

BY: _____

TITLE: _____

COMPANY NAME: _____

BY: _____

TITLE: _____