

MERCHANDISING AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[Organization]
[address]
(the "Organization")

OF THE FIRST PART

- and -

[COMPANY]
[address]
(the "Company")

OF THE SECOND PART

WHEREAS:

- A. [Organization] has been incorporated to act as the [governing body/organizing committee] for the [description of event] (the "Event");
- B. The [official logos/business marks/etc] as more particularly described in Schedule "A" hereto (the "Trade Marks") associated with [the Event] are the exclusive property of [Organization];
- C. [Organization] intends to make available to the Company the Trade Marks set out in Schedule "A" hereto on the various terms, conditions and restrictions contained in this Agreement, and other marks made available by [Organization] in its sole discretion from time to time;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions & Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings ascribed to them as follows:

- (a) "Appropriate Designate" means:
 - (i) with respect to the Trade Marks, [Organization]; and
 - (ii) such other entities as may be named from time to time by [Organization];
- (b) "Company" means [COMPANY];
- (c) "Event" means [Event];
- (d) "Insurance" shall have the meaning ascribed to it in Section [no.] hereof;
- (e) "Manufacturer" shall have the meaning ascribed to it in Section [no.] hereof;
- (f) "Official Sponsors" means those entities designated from time to time by [Organization] as Official Sponsors of the Event;
- (g) "Organization" means [Organization];
- (h) "Person" means any individual, firm, company, corporation, government, governmental body or agency, instrumentality, unincorporated body of persons or association;
- (i) "Products" means those products as described in Section [no.] hereof;
- (j) "Territory" means that geographic territory as described in Section [no.] hereof;
- (k) "Trade Marks" means those Trade Marks and other marks as more particularly described in Schedule "A" hereto.

1.2 Words importing the singular number include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders.

1.3 All references to currency are to _____ currency, unless otherwise provided for in this Agreement or the schedules hereto and all payments shall be made in _____ currency.

1.4 All of the schedules attached to this Agreement are incorporated by reference and are deemed to be part of this Agreement.

1.5 "Termination of the rights granted hereunder", or similar words to that effect as used in this Agreement, shall not be construed as meaning that this Agreement has terminated with respect to the obligations and liabilities of the Company hereunder and such obligations and liabilities shall continue to accrue and continue in full force and effect notwithstanding such termination of rights.

1.6 The words "in writing" or "written", or similar words to that effect as used in this Agreement shall include printing, typewriting, or any electronic means of communication by which words are capable of being visibly reproduced at a distant point of reception, including facsimile, telex, telegraph and electronic mail ("e-mail").

2. Grant and Consent

2.1 [Organization], upon the terms, conditions and other provisions hereinafter set forth, hereby:

- (a) consents to the use of the Trade Marks by the Company, and
- (b) grants a license to the Company to use the Trade Marks,

solely upon or in connection with (including and limited to the manufacturing, distribution and retail sale of) the following product(s):

(list **OR** attach a list as Schedule to Agreement)

(such product(s) only as described above, are herein referred to as the "Products"), provided however that such Products are wholly manufactured by the Company or other person approved by [Organization] pursuant to the provisions of Section [no.] hereof and that each and every individual Product be approved, in accordance with the provisions hereof, as to its quality, style and graphic integrity, prior to its distribution, sale or release for any purpose whatsoever. The Products approved herein are intended for retail distribution to the general marketplace and any promotional sales opportunity or other use of the Trade Marks not contemplated and set forth herein requires the prior written approval of [Organization], which such approval may be arbitrarily withheld.

2.2 All terms and provisions of this Agreement shall be subject to the [list any applicable agreements or other documents] and in any matter or dispute the [applicable agreement(s)] shall take precedence. The Company hereby acknowledges receipt of a copy of the [applicable agreement(s)] and agrees to abide by any and all requirements thereof which are applicable to the Company. The terms of this Agreement shall not be affected by any subsequent amendment to the [applicable agreement(s)] unless by mutual agreement of [Organization], the Company and the Appropriate Designate.

3. Exclusivity

3.1 The rights herein granted with respect to the Products shall be the sole and exclusive right of the Company during the currency of the rights granted hereunder, within the Territory, and subject always to all of the terms, conditions and other provisions of this Agreement.

4. Integrity of Trade Marks

4.1 The Company acknowledges that it is of fundamental importance to [Organization] and the Appropriate Designate that the integrity of the Trade Marks be maintained to a level deemed appropriate by [Organization] and the Appropriate Designate and in this regard the Company, in addition to the other terms, requirements and obligations contained in this Agreement, agrees to be bound by and to

scrupulously follow the usage specifications and policies as set out in Schedule "B" hereto, as may be amended from time to time by [Organization] in its sole discretion.

5. Quality Control

5.1 The rights granted hereunder to use the Trade Marks shall apply to the Products, provided always that all of the Products and all tags, labels, imprints or other devices, cartons, containers, packing or wrapping material or other accessories whatsoever to the Products which incorporate the Trade Marks and any art work, advertising, advertising copy, publicity, publication or display or promotional material whatsoever relating to the Products which incorporate the Trade Marks shall comply with the standards of quality in relation to design, manufacture and materials used all as shall from time to time be acceptable to [Organization] (herein collectively referred to as "[Organization]'s Standards").

5.2 For purposes of this Section 5, prior to the Company's use, distribution and/or sale of any Products and any of the above items referred to in this Section 5 in connection with the rights granted hereunder and for each Trade Mark, the Company shall submit to [Organization] a reasonable number of such Products and above items referred to free of cost in order to allow [Organization] to determine that each such Product and/or item complies with [Organization]'s Standards. Notwithstanding the foregoing, the Company shall submit samples of the Products and any of the above items referred to herein to [Organization] at the address and in accordance with the provisions of Section [no.] hereof, from time to time forthwith upon the request of [Organization], and if [Organization]'s Standards are not met within ____ days of the communication thereof to the Company, [Organization] may give a further ____ days notice to terminate the rights granted hereunder. In the event [Organization]'s Standards are changed from time to time, or in the event that Product is manufactured which is not in compliance with [Organization]'s Standards, the Company shall ensure that all Products which do not comply with [Organization]'s Standards are dealt with pursuant to paragraph [no.] hereof and the provisions of such paragraph shall apply in such event. After approval has been obtained from [Organization] pursuant to this Section [no.], the Company shall not depart from the form of Products or items as approved in any respect without [Organization]'s prior written consent or direction.

5.3 The Company further agrees that [Organization], or a designated representative thereof, shall have the right at any time during normal business hours, to attend at the premises of the Company or the Manufacturer, as the case may be, to check the method of manufacture of the Products and any of the aforementioned items, in order to ensure that [Organization]'s Standards are, at all times during the term of this Agreement, maintained and complied with.

6. Markings on Packaging & Promotional Materials

6.1 The Company shall cause to appear in the appropriate place on or within each copy of any of the Products and on or within all tags, labels, markings, imprints, packaging, advertising, promotional or display material bearing the Trade Marks, or any of them, an appropriate notice of copyright, trademark, official mark or otherwise as stipulated by [Organization] from time to time and, where such Products or such tags, labels, imprints, markings, packaging, advertising, promotional or display material bears any one or more of the Trade Marks as a trade mark, service mark, official mark, or otherwise, the Company shall cause to appear thereon or therein notice of Mark ownership and, in addition, notice that the Company is using the same as an "Official Licensee", Registered User or other such designation, the whole as required from time to time by [Organization] and the Appropriate Designate.

6.2 If and to the extent that the Company is by this Agreement authorized to reproduce in a three-dimensional model form any one or more of the Trade Marks, the said models, together with all tags, labels, imprints, markings, packaging, advertising, promotional or display material used in connection therewith, shall carry such notice of industrial design or other protection as may from time to time be required by [Organization] and the Appropriate Designate.

6.3 Each and every tag, label, imprint, marking, and all packaging, advertising, promotional or display material bearing the Trade Marks or containing any of the notices herein above referred to, shall be submitted by the Company to [Organization], for [Organization]'s written approval prior to use by the Company, it being understood that [Organization] shall supply and the Company shall use, the dates and language to be inserted in all such notices.

6.4 The Company further agrees to cooperate fully and in good faith with [Organization] for the purpose of securing or protecting [Organization]'s and the Appropriate Designate's legal rights in any of the Trade Marks, and, in the event that there has been no previous registration of any of the Trade Marks or any part thereof or any of the Products and/or any material relating thereto, the Company shall, upon the written request of [Organization] or the Appropriate Designate, register such a copyright, trade mark and/or industrial design in the appropriate class, in the appropriate governmental office, whether domestic or foreign, at [Organization]'s expense, and any and all copyright, trade marks, service marks, industrial designs or other rights in and to any of the Trade Marks or any part thereof or any of the Products and/or any material related thereto and connected therewith, as between the Company and [Organization] or the Appropriate Designate, as the case may be, are reserved to [Organization] or the Appropriate Designate, as the case may be, and all such registration by the Company shall be in the name of [Organization] or the Appropriate Designate (if it requests same), as the case may be, and nothing herein contained shall be construed as an assignment or grant to the Company of any right, title, or interest in or to any copyright, trade mark, official mark, industrial design or other mark of or relating to any of the Trade Marks or any part thereof or any of the Products or any right in relation thereto.

THIS IS A 14-PAGE CONTRACT WITH AN ADDITIONAL 6 PAGES OF SCHEDULES.