

Licensing Agreement

Fort Hays State University (FHSU), which owns trademarks, copyrights or other rights and privileges to its name and other identity marks, hereby grants permission to _____ (the vendor) to manufacture, use and sell products bearing FHSU's protected identity marks under the following conditions:

The vendor agrees that all rights, title and interest in the protected identity marks shall remain exclusively with FHSU and that any use of the protected identity marks will inure to the benefit of FHSU. The vendor further agrees not to attempt to obtain any trademarks or copyrights in any artwork that contains or is at all derived from the protected identity marks. The vendor agrees that all artwork, designs or reproductions that are derived to any extent whatever from the protected identity marks are works made for hire for FHSU.

The vendor will pay an annual fee of \$50 to FHSU for permission to use FHSU's protected identity marks under this agreement. FHSU will charge no royalty fees for approved uses of its protected identity marks, and it is not necessary for a vendor to file royalty reports.

The vendor warrants that the approved 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 licensed products will be of good taste and support the educational mission of and/or support FHSU and its image to the public; that the licensed products will not cause harm when used as instructed and with ordinary care for their intended purpose; and the licensed products will be manufactured, sold and distributed in strict compliance with all laws and regulations.

The vendor agrees to defend and hold harmless the university from any and all claims, damages, liabilities and costs and damages of every nature relating to or arising out of the use, manufacture or sale of the licensed products.

FHSU, through its Director of University Relations or Art Director, must give approval for the intended use of the protected identity marks PRIOR to production. Any use not so licensed is not authorized. No other use of the protected identity marks is allowed. FHSU does not warrant to the vendor that the use of any of the protected identity marks is free from any claim by any third party of infringement or unfair competition. Further, FHSU shall not be liable to the vendor as a result of the vendor's activities under this agreement for any damage or cost incurred or paid by the vendor to any third party for such claims, judgments or settlements.

FHSU directs the vendor to the *Promoting Fort Hays State University* Web site, www.fhsu.edu/is/ which is FHSU's identity standards manual, to assist the vendor in making proper use of FHSU's protected identity marks. FHSU, through its Office of University Relations, will respond with clarifications to any questions from the vendor about proper use of FHSU's protected identity marks.

FHSU, through its Office of University Relations, will give prompt written notice of approval or rejection (with explanations) of proposed products, usually within two business days.

FHSU may terminate this agreement immediately if the vendor breaches any of the conditions or provisions and fails to cure within ten (10) days after notice from the university. Either party may terminate this agreement without cause by giving 90 days' notice.

Any and all attachments are incorporated herein by reference.

This agreement shall become effective upon execution by both parties and will remain effective date for one year. The parties may extend this agreement for additional one-year periods with the vendor required to pay a \$50 fee each year on the anniversary date.

By their execution the parties acknowledge that they have read, understood and agree to the terms of this licensing agreement.

Vendor: _____

Business address: _____

Business phone: _____ Business fax: _____

Business email: _____

Business Web site: _____

Fort Hays State University

By: _____

Title: _____

Signature: _____

Effective Date: _____

Vendor (please print)

By: _____

Title: _____

Signature: _____

Date: _____

Credit Card Information (see page 3)

PLEASE COMPLETE, SIGN AND RETURN A COPY WITH PAYMENT TO:

University Relations

600 Park Street

Hays KS 67601-4099

Phone (785) 628-4206

FAX (785) 628-4152

Your license will be activated when payment is received. THANK YOU.



**FORT HAYS STATE
UNIVERSITY**

Forward thinking. World ready.

Credit Card Information (do not submit this page if sending a check)

Type (circle one): MasterCard Visa Discover American Express

Name on card: _____

Card Number: _____

Expiration Date: ____ / ____ SID: _____



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