

LICENSE AGREEMENT FOR BOOSTER CLUB USE OF DISTRICT-OWNED NAME

THIS AGREEMENT is made by and between Los Angeles Unified School District, a public educational agency, (hereinafter referred to as "District"), and _____, a nonprofit organization duly formed in accordance with the laws of the State of California for the purpose of supporting [INSERT SCHOOL OR PROGRAM NAME] (hereinafter referred to as "Licensee").

WHEREAS, Licensee acknowledges that the Los Angeles Unified School District ("District") is the sole owner of the names "Los Angeles Unified School District" and "[INSERT SCHOOL OR PROGRAM NAME]" and any variation thereof (the "Name"); and

WHEREAS, Licensee wishes to use the Name in connection with projects that support the [INSERT SCHOOL OR PROGRAM NAME], as provided for in this agreement and the By-Laws and Articles of Incorporation of Licensee.

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

- A. Grant of License. District hereby grants to Licensee and Licensee hereby accepts the right, privilege and nonexclusive license to use the Name solely in connection with _____ (the "Project"). Licensee shall use the Name at all times for the Project and no other purposes, and shall use the Name in accordance with this Agreement. District represents and warrants that, to the best of its knowledge, it owns the rights to the Name.
- B. Term. The term of the license hereby granted shall be effective upon the date of execution of this Agreement and shall continue for ____ years, unless sooner terminated in accordance with the provisions hereof. Either party may terminate this agreement at any time for any reason upon thirty (30) days written notice to the other party.
- C. Nonexclusivity. Nothing in this Agreement shall be construed to prevent District from granting any other licenses for the use of the Name or from utilizing the Name in any manner whatsoever.
- D. Good Will. Licensee recognizes that there exists great value and good will associated with the Name, and acknowledges that the Name and all rights therein and good will pertaining thereto belong exclusively to District, and that the Name has a secondary meaning in the mind of the public.
 1. Licensee's use of the Name must be consistent with the District's mission, programs, purposes and standards (including, but not limited to, safety).
 2. Licensee's use of the Name must not constitute any real or apparent conflict of interest, and must not be in conflict with any provisions of federal, state or local laws and regulations.

3. Licensee's use of the Name must not imply endorsement or any business or product, or of any partisan or religious point of view.
4. Licensee's use of the Name must not be incompatible with or reflect negatively on the District or the school/program, its mission or its policies.

E. District's Title and Protection of District's Rights.

1. Inspection. District, or its designee, shall have access during normal business hours to books and records of Licensee for the purpose of ensuring compliance with this Agreement. Licensee assures District that Licensee shall follow generally accepted accounting practices.
2. Use of Name. Licensee shall have no right to affix the Name to any building, sign, merchandise or other item or media without first obtaining District's express written consent, which consent shall be within the reasonable discretion of District.
3. Name Ownership. Licensee agrees that the Name is the sole property of District and that Licensee has no interest whatsoever in such Name, and Licensee shall use the Name only for so long as the license granted hereby remains in full force and effect. Licensee shall not take any actions, or aid or assist any other party to take any actions, that would infringe upon, harm or contest the proprietary rights of District in and to the Name.
4. Compliance with Laws and Regulations. Licensee shall, and shall cause its shareholders, officers, directors, staff, agents, and volunteers to, comply with all laws, rules and government regulations pertaining to its business and shall not violate any laws which would create an adverse effect on the Name. Licensee shall also comply with any laws, rules, regulations, and/or policies of District as they relate to this Agreement.
5. Name Ownership. Licensee agrees that the Name is the sole property of District and that Licensee has no interest whatsoever in such Name, and Licensee shall use the Name only for so long as the license granted hereby remains in full force and effect. Licensee shall not take any actions, or aid or assist any other party to take any actions, that would infringe upon, harm or contest the proprietary rights of District in and to the Name.
6. Indemnification and Insurance.
 - (a) Licensee agrees to indemnify and hold harmless District for any claim, action, or dispute arising out of Licensee's use of the Name.
 - (b) Licensee shall add District as a named insured and provide a copy of the certificate of insurance to District at a level reasonably determined by District to cover the risks of this Agreement.

F. Miscellaneous

1. Governing Law: This Agreement shall be governed by the laws of the State of California.
2. Severability: Any part of this Agreement found to be unenforceable shall be enforced to the maximum extent permitted and the remainder of the Agreement shall remain in full force.
3. Assignment: Licensee may not assign nor transfer any of the rights or responsibilities of this Agreement.
4. Modification: No modifications or additions to this Agreement are valid unless made in writing and signed by both parties.
5. Waiver: No waiver by District will be implied from conduct or failure to enforce rights.

In witness whereof, the parties have duly executed this Agreement as of the effective date below.

DISTRICT

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____