

## Texas America 250 Commission Logo License Agreement

This License Agreement ("License Agreement") is by and between the Texas America 250 Commission, a commission established by Senate Concurrent Resolution No. 23, 87th Texas Legislature (Regular Session) (referred to as the "Commission" in this agreement) and [identify licensee], a [describe licensee] (referred to as the "Licensee" in this agreement).

WHEREAS, the United States Semiquintennial Commission (USSC) is the sole and exclusive owner of all right, title, and interest in trademarks, including the trademark "AMERICA 250," that are and will be used in connection with the observances and activities that are and will be associated with America250, a non-profit organization formed for the purpose of facilitating, planning, developing, promoting, and coordinating observances and activities that are and will be associated with America250;

WHEREAS, the USSC has granted America250 an exclusive, worldwide, revocable, non-assignable, non-transferable, royalty-free license to use and sublicense use of the marks, including for the use of third parties whose programming and activities align with the Congressional intent behind the USSC's creation, further the charitable purposes of America250, and through which the use of the marks will increase potential for both parties to advance the programmatic embodiment of America250 on a national stage;

WHEREAS, America250 has granted the Commission a fully paid, royalty free, limited, nonexclusive license in the Mark (defined below) for Authorized Purposes and only if superimposed on the Commission's Unique State/Territory Mark and has authorized the Commission to license the Mark to third parties for any reason consistent with the Authorized Purposes (defined below); and

WHEREAS, Licensee wishes to use the Mark in connection with the Licensed Materials (as defined below) for observances and activities that are or will be associated with Texas America 250 and the Commission is willing to grant to Licensee a license to use the Mark on the terms and conditions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants, terms, and conditions contained in this License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions.

**"Authorized Purposes"** means a purpose related to preparing an overall program for commemorating the 250th anniversary of the founding of the United States, the historic events preceding that anniversary, and the legacy of the Declaration of Independence; and planning, encouraging, developing, and coordinating observances and activities commemorating the historic events that preceded that anniversary and that are associated with the United States Semiquicentennial, including

- (a) locations of historical significance to the United States and/or Texas;

- (b) the role of persons and locations with significant impact on the history of the United States and/or Texas; and/or
- (c) the ideas associated with the Declaration of Independence and the founding of the nation.

**“Laws”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of any federal, state, or foreign government or political subdivision thereof, or any court or tribunal of competent jurisdiction.

**“Licensed Materials”** means anything Licensee makes, uses, sells, offers for sale, commissions, or directs the use of which bears, uses, or otherwise displays the Mark. Licensed Materials include all advertising and promotional materials and any other product or item that may be agreed upon in writing by the Commission and Licensee from time to time on which the Mark is imprinted, engraved, attached, or otherwise affixed.

**“Mark”** means the logo set forth on **Attachment A**, whether registered or unregistered, and the phrase “Texas America 250” in all forms.

**“Person”** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

## 2. License.

- 2.1. License Grant. Subject to the terms and conditions of this License Agreement, the Commission hereby grants to Licensee during the term of this agreement a non-exclusive, non-transferable, non-sublicenseable license to use the Mark on or in connection with fundraising, corporate sponsorship, and other commercial activities, provided that all such activities are consistent with the Authorized Purposes.
- 2.2. Business and Domain Names. Without the Commission’s prior written consent, Licensee shall not use the Mark (or any mark confusingly similar thereto) individually or in combination, as part of:
  - (a) its corporate or trade name; or
  - (b) any domain name.
- 2.3. Sublicensing. Licensee shall not grant sublicenses under this License Agreement.
  - (a) Additional Requirements. Licensee agrees to be bound to all licensing terms and limitations applicable to the Commission under the State & Territory Partnership and Sublicense Agreement by and between AMERICA250.ORG, Inc. and the Commission dated July 23, 2024, a copy of which is attached as Attachment B.

## 3. Use of the Mark.

- 3.1. Commission Approval. Licensee must obtain prior approval from the Commission for the use of the Mark (i) on any products, (ii) for any services, (iii) in any form of advertising or other promotion, and (iv) in any advertising or promotional copy or graphics to be used by Licensee in any media, including without limitation, a public address announcement or other audio or video broadcast. The Commission’s approval under this section shall not be unreasonably withheld, conditioned, or delayed; provided, however, that the Commission will have the right, in their sole discretion, to decline to approve the use of the Mark on any product, for any service, or in copy or graphics that (i) is in violation of any applicable laws,

or (ii) the Commission considers to be misleading or offensive. Requests for approvals must be submitted using the Application for Use of Mark form available on the Commission's website in accordance with instructions on the website.

- 3.2. No Other Marks. Apart from the Mark, no other mark or logo may be affixed to, or used in connection with, the Licensed Materials, except that Licensee may use its trade name on packaging, advertising, and promotional materials for the Licensed Materials.
- 3.3. Prohibition on Certain Use. Licensee will not use the Mark in connection with the consumption, use, promotion, or sale of marijuana or in violation of any other Federal law.
- 3.4. Inappropriate Use of Mark. Licensee agrees to use the Mark for an Authorized Purpose and only in furtherance of the Commission's mission to celebrate and commemorate the 250th anniversary by building awareness of the role of Texas in the formation of the nation that ties the past to the present and the future.
4. Ownership.
  - 4.1. Acknowledgement of Ownership. Licensee acknowledges that the USSC is the owner of the mark "America 250" and has granted the Commission a license to use and sublicense the Mark. Any goodwill derived from the use by Licensee of the Mark shall inure to the benefit of the Commission and/or the USSC. If Licensee acquires any rights in the Mark, by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to the Commission and/or the USSC without further action by any of the parties. Licensee agrees not to dispute or challenge or assist any Person in disputing or challenging the Commission's rights in and to the Mark or the validity of the Mark.
  - 4.2. Licensee Restrictions. Licensee agrees that it shall not, during the term of this agreement or thereafter, directly or indirectly:
    - (a) do, omit to do, or permit to be done, any act which will or may dilute the Mark or tarnish or bring into disrepute the reputation of or goodwill associated with the Mark or the Commission; or
    - (b) apply for, or obtain, or assist any Person in applying for or obtaining any registration of the mark, or any trademark, service mark, trade name, or other indicia confusingly similar to the Mark in any state or country.
5. Quality Control.
  - 5.1. Acknowledgement. Licensee acknowledges and is familiar with the high standards, quality, style, and image of the Commission, and Licensee shall, at all times, conduct its business and use the Mark in a manner consistent with these standards, quality, style, and image.
  - 5.2. Compliance with Laws. In exercising its rights under this License Agreement, Licensee shall comply with and shall ensure that all Licensed Materials sold or otherwise supplied by Licensee comply with all applicable Laws. Licensee shall promptly provide the Commission with copies of all communications relating to the Mark or the Licensed Materials with any governmental, regulatory, or industry authority.
  - 5.3. Submission of Approved Materials. Licensee shall, at its own expense, supply two examples of each approved product to the Commission for archival purposes.
  - 5.4. Rejected, Damaged, or Defective Products. Licensee shall not sell, market, distribute, or use for any purpose, or permit any third party to sell, market, distribute, or use for any purpose, any Licensed Materials which are damaged or defective.

- 5.5. Complaints. Licensee shall promptly provide the Commission with details of any complaint it has received relating to the Licensed Materials together with reports on the manner in which such complaints are being, or have been, dealt with, and shall comply with any reasonable directions given by the Commission in respect thereof.
- 5.6. Subcontracting. Licensee shall not subcontract the manufacture of Licensed Materials.
- 5.7. Product Recall. Licensee agrees to take all reasonable steps, which may include, without limitation, product recalls, to abate any health or safety risks posed by the Licensed Materials as expeditiously as possible. Upon the Commission's written request, Licensee shall provide to the Commission for the Commission's review and approval, a copy of Licensee's recall program for the Licensed Materials. Licensee shall have complete responsibility for determining if a product recall is required and Licensee shall bear responsibility for all costs and expenses associated with any recall of the Licensed Materials.
6. Marketing, Advertising, and Promotion.
  - 6.1. Marketing and Advertising Requirements. Licensee shall ensure that its advertising, marketing, and promotion of the Licensed Materials in no way reduces or diminishes the reputation, image, and prestige of the Mark or the Commission.
  - 6.2. Approval of Marketing and Advertising Materials. Licensee shall include on the Application for Use of Mark form referenced in **Section 3.1** a description of Licensee's proposed or intended marketing campaign(s).
  - 6.3. Cost of Marketing and Advertising. Licensee shall bear the costs of all advertising, marketing, and promotion for the Licensed Materials in Texas.
  - 6.4. Celebrity Endorsement. Licensee shall not use a personality or celebrity to endorse or promote any Licensed Materials without the prior written approval of the Commission.
7. Protection of the Mark.
  - 7.1. Notification. Licensee shall immediately notify the Commission in writing giving reasonable detail if any of the following matters comes to its attention:
    - (a) any actual, suspected, or threatened infringement of the Mark;
    - (b) any actual, suspected, or threatened claim that the Mark is invalid;
    - (c) any actual, suspected, or threatened opposition to the Mark;
    - (d) any actual, suspected, or threatened claim that use of the Mark infringes the rights of any third party;
    - (e) any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been, granted rights that conflict with any of the rights granted to Licensee under this License Agreement; or
    - (f) any other actual, suspected, or threatened claim to which the Mark may be subject.
  - 7.2. Actions. With respect to any of the matters listed in **Section 7.1**:
    - (a) The Commission shall decide, in its sole discretion, what action if any to take;
    - (b) The Commission shall have exclusive control over, and conduct of, all claims and proceedings;
    - (c) Licensee shall provide the Commission with all assistance that the Commission may reasonably require in the conduct of any claims or proceedings; and
    - (d) The Commission shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

8. Representations and Warranties.

8.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that;

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, chartering, or establishment;
- (b) (i) it has the full right, power, and authority to enter into this License Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder, and (ii) the execution of this License Agreement by its representative whose signature is set forth at the end of this License Agreement has been duly authorized by all necessary action of the party; and
- (c) when executed and delivered by such party, this License Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2. Disclaimer of Representations and Warranties. Nothing in this License Agreement shall constitute any representation or warranty by the Commission that:

- (a) the Mark is valid; or
- (b) the exercise by Licensee of rights granted under this License Agreement will not infringe the rights of any person.

8.3. Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by Law, the Commission shall not be liable to Licensee for any consequential, incidental, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not Licensee has been advised of the possibility of such damages. NOTWITHSTANDING ANY PROVISION IN THIS LICENSE AGREEMENT TO THE CONTRARY, LICENSEE AGREES AND STIPULATES THAT THE COMMISSION WILL NOT BE REQUIRED TO PERFORM ANY ACT OR TO REFRAIN FROM ANY ACT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS. Without limitation of the foregoing, any provision of this License Agreement to the effect that the Commission (i) waives or releases a right to make a claim against Licensee or exculpates Licensee from liability; or (ii) will pay attorney's fees incurred by Licensee or any other person are effective only to the extent that the same are authorized by the Constitution and the laws of the State of Texas as of the Effective Date hereof. No provision in this License Agreement will constitute nor is it intended to constitute a waiver of the Commission or the State of Texas' sovereign immunity to suit.

9. Indemnity.

9.1. Indemnity. Licensee will indemnify, defend, and hold harmless the Commission against all losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") related to or arising out of: (a) the breach of this License Agreement by Licensee, and (b) Licensee's exercise of its rights granted under this License Agreement, including but not limited to any product liability claim or third party intellectual property rights infringement claim relating to Licensed Materials manufactured, supplied, or put into use by Licensee.

9.2. Indemnification Procedures. The Licensee will promptly notify the Commission in writing of any action and cooperate with the Commission at the Licensee's sole cost and expense. The Licensee will immediately take control of the defense and investigation of such action and will employ counsel of its choice to handle and defend the same, at the Licensee's sole cost and expense. The Licensee will not settle any action in a manner which affects the rights of the Commission without the Commission's prior written consent. The Commission's failure to perform any obligations under this **Section 9** will not relieve the Licensee of its obligations under this **Section 9** except to the extent that the Licensee can demonstrate that it has been materially prejudiced as a result of such failure. The Commission may participate in and observe the proceedings at its own cost and expense.

10. Assignment. Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this License Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the Commission's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations or performance under this License Agreement for which Commission's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this License Agreement. Any purported assignment, delegation, or transfer in violation of this **Section 10** is void. The Commission may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this License Agreement without Licensee's consent. This License Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11. Term and Termination.

11.1. Term. This License Agreement will commence as of the Effective Date and, unless terminated earlier in accordance with **Sections 11.2 or 11.3.**, will remain in force until [DATE] (the "**Term**").

11.2. Termination without Cause. The Commission will have the right to terminate this License Agreement for any reason provided the Commission gives Licensee 30 days written notice of termination.

11.3. Termination for Cause. The Commission will have the right to terminate this License Agreement immediately by giving written notice to Licensee if:

- (a) Licensee breaches this License Agreement and, if such breach is curable, fails to cure such breach within 14 days of being notified in writing to do so;
- (b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;
- (c) Licensee challenges the validity of the Commission's ownership of the Mark; or

(d) there is a change in control of Licensee.

12. Post-termination Rights and Obligations.

12.1. Effect of Termination. On expiration or termination of this License Agreement for any reason and subject to any express provisions set out elsewhere in this License Agreement:

- (a) all rights and licenses granted pursuant to this License Agreement will cease; and
- (b) Licensee will cease all use of the Mark except as expressly granted pursuant to **Section 12.2.**

12.2. Sell-off Period. On expiration or termination of this License Agreement for any reason other than termination by the Commission under **Section 11.4**, Licensee will for a period of 60 days after the date of termination have the right to dispose of all stocks of Licensed Materials in its possession and all Licensed Materials in the course of manufacture at the date of termination, in each case, in accordance with the terms and conditions of this License Agreement, unless a longer time period is approved by the Commission in writing.

12.3. Surviving Rights. Any rights or obligations of the parties in this License Agreement which, by their nature, should survive termination or expiration of this License Agreement will survive any such termination or expiration, including the rights and obligations set forth in this **Section 12.3, 4.1, 4.2, 5.8, Section 8, Section 9, Section 10, Section 12, and Section 13.**

13. Miscellaneous.

13.1. Further Assurances. Each party will, upon the reasonable request, and at the sole cost and expense, of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this License Agreement.

13.2. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this License Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

13.3. Public Announcements. Neither party will issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this License Agreement, or, unless expressly permitted under this License Agreement, otherwise use the other party's trademark, service mark, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party.

13.4. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as will be specified in a notice given in accordance with this **Section 13.4**).

**Notice to the Commission**

Title  
Texas America 250 Commission  
Address  
Phone  
Email

With a copy to?

**Notice to Licensee**

Address  
Attention  
Fax  
Email

Notices will be effective on the date received. The person or persons to be notified or the address for notification may be changed by giving notice as provided in this Section.

- 13.5. Entire Agreement. This License Agreement, together with all attachments and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this License Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
- 13.6. No Third-Party Beneficiaries. This License Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this License Agreement.
- 13.7. Headings. The headings in this License Agreement are for reference only and will not affect the interpretation of this License Agreement.
- 13.8. Amendment and Modification; Waiver. This License Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this License Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this License Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 13.9. Severability. If any term or provision of this License Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this License Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will



negotiate in good faith to modify this License Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

- 13.10. Governing Law; Submission to Jurisdiction. This License Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this License Agreement or the services provided hereunder will be instituted in the Federal District Court, Western District of Texas, Austin Division located in Austin Texas or the courts of the State of Texas located in the city of Austin and County of Travis, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.
- 13.11. Equitable Relief. Licensee acknowledges that a breach by Licensee of this License Agreement may cause the Commission irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the Commission will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may be available from any court, in addition to any other remedy to which the Commission may be entitled at law or in equity. Such remedies will not be deemed to be exclusive but will be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this License Agreement to the contrary.
- 13.12. Counterparts. This License Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this License Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this License Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date first above written.

**LICENSEE:**

**TEXAS AMERICA 250 COMMISSION**

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Signature

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Signature

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Printed Name

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Printed Name

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Title

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Title

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Date

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Date