LICENSE AGREEMENT FOR USE OF THE REGISTERED LOGOS OF NATCHEZ CONVENTION PROMOTION COMMISSION “Licensor” is made between Licensor and the undersigned (“Licensee”), as of and effective the ___ day of ____________, 201__ (“Effective Date”) and is made with reference to the following matters:

A. Licensor is the owner of the registered and serviced marked logos (“LOGO”) and the process for reproduction covered in Exhibits A & B.
B. Licensee wishes to display the Natchez Convention Promotion Commission LOGO on goods, services and/or promotional activities, and
C. Both parties desire that Licensee display the LOGO on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual covenants and conditions set forth herein contained, it is agreed that:

1. Grant. Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee the limited right to use, and Licensee hereby undertakes to use pursuant to these terms and conditions, the LOGO.

2. Use. Licensee may display the LOGO on its goods, services offered, promotional materials, letterhead and similar items. The LOGO is not to be displayed in any manner which suggests the endorsement or approval of Licensee or its goods, services and/or promotional activities by the Licensor. The LOGO, where and whenever displayed by Licensee, shall not in any way be altered or changed without the prior written consent of Licensor, which said consent is in the sole discretion of Licensor. The rules applicable on the EFFECTIVE DATE are attached hereto as Exhibit B as to the Logos shown in Exhibit A.

Furthermore, prior to Licensee’s use of the LOGO Licensee shall submit a copy of a representative item showing each proposed use for review and written approval by the Natchez Convention Promotion Commission Executive Director and he or she may grant such approval in his or her sole discretion. The Licensee in using the LOGO shall clearly indicate that they are services marks of Licensor and the LOGO shall be followed by SM.

3. Non-Exclusivity. The limited right and license granted to Licensee hereunder is non-exclusive, and Licensor, at its sole discretion, shall be free to itself use or grant others the right to use the LOGO on any goods, service and/or promotional activities, including those in competition with Licensee.

4. Assignment. The right granted in this Agreement to Licensee shall be not be transferable or assignable without the Licensor’s prior written consent, which it may withhold in its sole and absolute discretion. Any such assignment or transfer without such consent shall be void and of no effect and this Agreement shall immediately terminate.

5. Terms and Termination. The Licensee shall pay the Licensor a licensing fee of 3% of the amount of the total cost of the shipped goods, services offered and/or promotional activities with the LOGO on it. Except as otherwise provided herein, this Agreement shall remain in full force and effect as long as Licensee shall uses the LOGO for its good, services
and/or promotional activities but no later than December 31, 2018; however, in the event that the Licensee fails to comply with any provision of the Agreement, the Licensor may terminate this Agreement upon providing Licensee written notice, such termination to be effective immediately upon receipt by Licensee. The Agreement shall terminate automatically should Licensee become delinquent in the payment of the licensing fee of 3% of the cost of the shipped goods, services and/or promotional activities. Further, Licensor reserves the right to terminate this Agreement at any time, without cause, upon providing Licensee thirty days written notice. Upon termination of this Agreement for any reason, Licensee shall immediately cease further distribution of all goods, services and/or promotional activities bearing the LOGO.

6. Ownership. Licensee acknowledges the Licensor’s exclusive right, title, and interest in and to the LOGO and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Licensee shall not in any manner represent that it has any ownership in the LOGO or registration thereof, and the Licensee acknowledges that use of the LOGO shall not create any right, title or interest in favor of Licensee, but all uses of the LOGO by the Licensee shall inure to the benefit of Licensor. Upon expiration or termination of the Agreement, Licensee will cease and desist from all use of the LOGO in any way and will deliver to Licensor or its duly authorized representative the logo type of the LOGO together with all advertising and promotional materials and signs containing the LOGO.

7. Infringement: Licensee shall notify Licensor of any potential infringement of the LOGO of which Licensee is aware, or reasonably should be aware. Licensor retains the right to determine what constitutes infringement and the course of action to be taken to address it. Licensee shall also notify Licensor of any claims of which Licensee is aware that the licensed name or LOGO is infringing the name, logo, service mark or trademark of another.

8. Notices. Any notices required or permitted to be given under this Agreement shall be deemed sufficiently given: as to Licensor when the Licensor’s Executive Director is notified in writing to the address set forth below and as to Licensee when notified in writing at its address set forth below.

9. Indemnification and Hold Harmless. Licensee hereby covenants and agrees to indemnify and hold harmless Licensor, the Natchez Convention Promotion Commission, its Executive Director, and the City of Natchez, Mississippi and all of their respective Board Members, employees and agents from and against any and all claims, loss, damage, injury and liability resulting from Licensee’s use of the LOGO, and to pay for all legal and other costs (including reasonable attorneys’ fees) Licensor might incur in defending any such action.

10. Forum and Venue. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Mississippi. The venue for resolution, whether in court or otherwise, of any dispute between Licensee and Licensor that arises under or in relation to this Agreement shall be in Adams County, Mississippi.
11. Entire Agreement. This is the entire contract between the parties concerning its subject matter and supersedes all prior negotiations and agreements, oral or written. INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the EFFECTIVE DATE SET FORTH IN THE PREAMBLE PARAGRAPH ABOVE.

LICENSOR

BY: ____________________________________________
    Lance Harris, President & Chairman of Natchez Convention Promotion Commission

LICENSEE

______________________________________________
BY: __________________________________________

Address:

______________________________________________
______________________________________________
Exhibit A:
Exhibit B.

**General:**

1. The color Logo shall appear on a white, solid or transparent background.
2. The Logo may be reproduced in black and white, or in black on a light background.
3. The Logo shall not be reproduced on a patterned background.
4. Any other modifications of the Logo are prohibited.

**Protective Space:**

1. The amount of clear space surrounding the Logo must include at least 30% of the size of the logo. See box below surrounding the logo. The logo may not be framed or boxed in any way. Note: the box surrounding the logo are for example only, and serve to illustrate the space required around the logo.

2. No other text, graphic or other elements shall appear in the protected space.

**Minimum Size:**

1. Minimum size for reproduction and display is 1.5 inch in print (logo height) or 80 pixels or greater.
2. Pixel measurements and values shall be in whole numbers.
3. Minimum size, with clear space is approximately 170 X 105 pixels

**Tagline:** Taglines are prohibited without prior written consent of the Licensor.
Colors:

- Red: C=15 M=100 Y=90 K=10
- Dark Red: C=27.73 M=100 Y=100 K=33.98
- Dark Grey: C=0 M=0 Y=0 K=90
- Orange: C=0 M=90 Y=85 K=0
- Light Orange: C=0 M=35 Y=85 K=0
- Teal: C=58 M=9 Y=0 K=49
- Dark Teal: C=77 M=37 Y=15 K=46
- Green: C=90 M=30 Y=95 K=30
- Light Green: C=24 M=0 Y=59 K=0
- Light Blue: C=100 M=0 Y=0 K=0
- White: 100%
- Black: 100%