

## CONDITIONAL LICENSE AGREEMENT

THIS AGREEMENT, effective as of the \_\_\_ day of \_\_\_\_\_, 200\_, by and between St. Johns Riverkeeper, Inc. (hereinafter, "Licensor"), a not-for-profit corporation, organized and existing under the laws of the State of Florida, with an address at 2800 University Blvd., Jacksonville, FL 32211 and \_\_\_\_\_ (hereinafter, "User"), a business with an address of \_\_\_\_\_.

WHEREAS, St. Johns Riverkeeper, Inc. is the owner of the trademark and service mark "Partnership for a Clean River" (hereinafter called "Mark");

WHEREAS, User is desirous of using the Mark in connection with its business.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Grant of License

Licensor grants to User a nonexclusive, nontransferable, conditional license to use the Mark in association with its business and User accepts the License subject to the following terms and conditions.

2. Ownership of Mark

User acknowledges the ownership of the Mark in Licensor and agrees that it will do nothing inconsistent with such ownership and that all use of the Mark by User shall inure to the benefit of and be on behalf of Licensor. User agrees that nothing in this License shall give User any right, title or interest in the Mark other than the right to use the Mark in accordance with this License and User agrees that it will not challenge the title of Licensor to the Mark or challenge the validity of this License.

3. Quality Standards

User agrees that the nature and quality of all services rendered and goods sold by User in connection with the Mark shall conform to standards set by and be under the control of Licensor. Licensor's quality standards and user requirements are attached hereto as Exhibit A, which is hereby incorporated by reference. Licensor reserves the right to amend the quality standards and user requirements at any time in its sole discretion.

4. Quality Maintenance

User agrees to cooperate with Licensor in facilitating Licensor's control of such nature and quality, to permit reasonable inspection or evaluation of User's business practices, and to supply Licensor with specimens of use of the Mark upon request.

5. Form of Use

User agrees to use the Mark only in the form and manner that is deemed appropriate and prescribed by Licensor, and not to use any other trademark or service mark in combination with the Mark without prior approval of Licensor. Licensor reserves the right to amend the form of use standards at any time in its sole discretion.

6. Infringement Proceedings

User agrees to notify Licensor of any unauthorized use of the Mark by others promptly as it comes to User's attention. Licensor shall have the sole right and discretion to bring infringement or unfair competition proceedings involving the Mark. User shall provide reasonable cooperation in the prosecution of any enforcement proceedings.

7. Term

This Agreement shall continue in force and effect for the term of one year from the effective date set forth above, unless sooner terminated as provided in paragraph 8, below. During the one-year term, User is expected to maintain any Quality Standards and User Requirements that may be prescribed by Licensor. If Licensor terminates or determines not to renew this agreement at the end of the one-year term, User shall immediately relinquish and discontinue all use of the Mark in compliance with Paragraph 9, below.

8. Termination for Cause

Licensor shall have the right to terminate this Agreement by written notice for any reason and at any time upon its discretion.

9. Effect of Termination

Upon termination of this Agreement, User agrees immediately to discontinue all use of the Mark, and to remove the Mark from all corporate or business communications, signage, or printed materials, and that all rights in the Mark and the goodwill connected therewith shall remain the property of Licensor.

10. Warranty and Representation.

User and Licensor warrant and represent to each other that each party has the right, power and authority to enter into this License and to perform its obligations hereunder and that this License does not conflict with any obligation to any third party.

11. Integration.

This written License agreement including the attachments hereto represents the entire agreement between the parties. Any oral communications, or prior written communications, between the parties and inconsistent with the terms of this agreement shall have no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written.

Dated: St. Johns Riverkeeper

By: \_\_\_\_\_  
Jimmy Orth  
Executive Director

Dated: Business Partner

By: \_\_\_\_\_  
Name:  
Title:

## **Exhibit A-QUALITY STANDARDS and USER REQUIREMENTS**

***Partnership for a Clean River*** members shall comply with the following quality standards and requirements:

1. The “Partnership for a Clean River” Mark shall be used for identifying Users as members of the *Partnership for a Clean River* business program and to raise awareness about the river and the St. Johns Riverkeeper organization.
2. As a condition of use, the User agrees to pledge a percentage of sales or revenue to St. Johns Riverkeeper for the duration of the Conditional License Agreement that will be equal or greater than the sum of \$1000.00.
3. The Mark shall only be used in accordance to and in the spirit of the stated purpose and intended goals and objectives of the membership program.
4. The User shall not make false claims of any kind in conjunction with the Mark or the Partnership for a Clean River program or that pertain to the relationship between the User and St. Johns Riverkeeper.
5. The User shall not use the Mark in any way that may diminish, harm, or potentially harm the integrity of the Mark, St. Johns Riverkeeper, the Partnership for a Clean River program, or other member businesses of the program.
6. The User shall not make alterations or changes to the Mark logo in any way in its printed materials and communications, unless written permission has been provided by the Licensor.
7. The Mark may only be printed or displayed using its official colors or in a black and white format.
8. The User must notify the Licensor of any possible or perceived conflict of interest that may result from the Users’ business practices, activities, transactions, associations, vendors, partners, or clients.
9. The User must attempt to reduce or minimize its impact on the St. Johns River and our environment and must not knowingly engage in any activities that may result in significant environmental harm or damage.
10. The User must comply with all applicable environmental laws, regulations, or requirements and must demonstrate ethical and environmentally-responsible business practices.