

CRAFTER LICENSE AGREEMENT

This Agreement shall serve as a legal and binding Agreement by and between the Louisiana Tech University, a public university of the state of Louisiana, having its principal place of business at Ruston, Louisiana (hereinafter “University”) and _____, individually, having an address of _____ (hereinafter “Licensee”).

WHEREAS, the University is the owner of certain designations, including designs, trademarks, service marks, logographics, symbols, and other indicia (hereinafter “Licensed Indicia”).

WHEREAS, Licensee desires to use certain of the Licensed Indicia in connection with the sale of University displaying the Licensed Indicia (hereinafter “Licensed Articles”).

WHEREAS, the University is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. OWNERSHIP OF RIGHTS.

Licensee acknowledges and agrees that the University is the sole and exclusive owner of all rights, title and interest in and to its Licensed Indicia, as shown on Appendix B, as well as any derivatives of the Licensed Indicia, and all rights relating thereto are expressly reserved by the University.

2. GRANT.

The University hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A and displaying certain of the Licensed Indicia set forth in Appendix B, and in accordance with the limited terms and conditions herein. Licensee may only sell the Licensed Articles directly to individual consumers. Examples of such sales include through craft shows, flea markets, holiday shows, festivals, and events organized by religious organizations, schools, parishes, and states. Craftsperson can only sell products at the following locations if crafter contact information is provided and the Crafters License Certificate is displayed:

- Craft shows
- Farmers Markets
- Festivals
- Flea Markets
- Fairs
- Limited Online Sites (personal website or crafter-hosted websites, i.e. Etsy, Facebook marketplace)
- Artisan/Co-op shops
- Distribution via events such as events organized by church, school, county, or state

Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University, it may NOT use the indicia of any other colleges, universities, conferences, bowl games, or the NCAA, or the names and/or likenesses of any past or present Tech athletes or any other third party, in connection with the Licensed Articles. ***NO wholesale sales or sale to any third-party retailers are permitted.***

3. TERM.

This Agreement shall be deemed effective as of the date of the last signature below, and shall expire **June 1, 2022**. This Agreement may be renewed for additional yearly periods upon mutual written agreement of the parties, unless Licensee distributes and/or sell one hundred (100) or more Licensed Articles or two thousand, five hundred dollars (\$2,500) or more in Licensed Articles, during the initial term or any renewal period. In such case, Licensee will be required to obtain a license agreement from the University's authorized licensing representative, Learfield.

4. APPROVAL OF LICENSED ARTICLES.

The execution of this Agreement shall be considered the University's approval for Licensee to sell the Licensed Articles displaying the Licensed Indicia. In the event that Licensee wants to obtain a license for any products not set forth in Appendix A, Licensee shall submit a sample of such product to University for written approval.

5. OFFICIAL LABEL

Licensee shall, prior to the distribution or sale of any Licensed Article, affix its name and an official label in the form prescribed by University ("Official Label") label to each Licensed Article.

6. ROYALTY PAYMENTS/REPORTS.

(a) Royalty Payments. Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to the University an annual administrative / licensing fee, in the amount of one hundred fifty dollars (\$150).

(b) Royalty Reports. At the end of the initial term, and at the end of any renewal term agreed to by the parties, Licensee shall provide University a report indicating the total sales amounts of Licensed Articles, total units of Licensed Articles sold, and the specific location where such sales were made.

7. INDEMNIFICATION

The University shall have no liability arising out of Licensee's use of the Licensed Indicia during the Term. Licensee hereby agrees to indemnify and hold harmless the University, and its officers, employees and agents, from any and all liability that arises in connection with Licensee's sale of the Licensed Articles.

8. SEVERABILITY.

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

9. INTEGRATION.

This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

10. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of Louisiana.

By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

Crafter Licensee: _____

Louisiana Tech University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

City, State: _____

Zip Code: _____

Phone: _____

Email: _____

Website: _____

APPENDIX A

Licensed Articles

Specifications

APPENDIX B

Louisiana Tech Logo sheet

Official Louisiana Tech colors are

PMS 287c – Royal Blue

PMS 1797 – Red

Swatches for color matching can be obtained at

The University Communications and Marketing offices on the 12th floor of Wylly Tower

Note: "DAWGS" is co-branded/legally trademarked through the U.S. Patent and Trademark Office – by two other universities – the University of Georgia and the University of Washington.

DO NOT use this term on any Louisiana Tech materials, whether these materials imply they are to promote Louisiana Tech or not.

Make sure to send ALL new or proposed art to impact@latech.edu for approval.

