

Approval Agreement for Licensee's Use of School Logo(s)

Parties:

This Agreement is entered into on June 24, 2024, between Broken Arrow Public Schools ("Licensor"), located at 701 S. Main, Broken Arrow, OK 74012, and Tigers Den ("Licensee"), located at 1005 S Main St, Broken Arrow, OK 74012.

Authorization:

Licensor grants Licensee the non-exclusive right to use the Broken Arrow Public Schools ("Logo(s)") for the purpose of a Local Retail License subject to the terms and conditions set forth herein.

Terms and Conditions:

1. **Scope of Use: Local Retail License:** Available to local small businesses that are owned and operated within the district boundaries and wish to use trademarked items in a physical retail store for resale. 70% of all items must be manufactured within Broken Arrow Public School district boundaries—no online sales. Licensee is authorized to use the Logo(s)(s) solely for the license as described above. Any use beyond the scope specified in this Agreement is strictly prohibited unless expressly authorized in writing by Licensor.
2. **Logo(s) Usage Guidelines:** Licensee agrees to use the Logo(s) in accordance with the Logo(s) Usage Guidelines provided by Licensor. This includes but is not limited to maintaining the integrity of the Logo(s), not altering or modifying the Logo(s), and ensuring the Logo(s) is displayed in a tasteful and respectful manner.
3. **Duration of Agreement:** This Agreement shall commence on July 1, 2024, and end on June 30, 2025.
4. **Amount of Agreement:** This Agreement is \$500 for the BAPS 2024/2025 Fiscal.
5. **Termination:** Either party may terminate this Agreement upon 60 days written notice to the other party if the other party breaches any material term of this Agreement and fails to cure such breach within the specified notice period.
6. **Intellectual Property Rights:** Licensee acknowledges that Licensor retains all rights, title, and interest in and to the Logo(s), including all intellectual property rights.

Licensee agrees not to contest or challenge Licensor's ownership of the Logo(s).

7. Indemnification: Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any and all claims, damages, losses, liabilities, and expenses arising out of or resulting from Licensee's use of the Logo(s) in violation of this Agreement.
8. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Oklahoma, without regard to its conflict of laws principles.
9. Entire Agreement: This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

Execution:

This Agreement may be executed and delivered electronically and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Broken Arrow Public Schools

Tigers/Den

Name: _____

Name: Chad Lott

Title: _____

Title: Owner

Signature: _____

Signature: 