

USA VOLLEYBALL MEMBER CLUB LOGO USE AGREEMENT

This license agreement (Agreement) is hereby entered into on this ___ day of _____, 2017 (Effective Date), and contains the terms and conditions by which USA Volleyball (USAV), a Colorado nonprofit corporation having its principal place of business at 4065 Sinton Road, Suite 200, Colorado Springs, CO 80907 is willing to grant Member Club, _____, a Member Club of USAV (Member Club) with its principal place of business at _____, a license to use Logo.

1. Definitions.

- (a) "Logo" is the USAV Member Club logo as specified in Exhibit A.
- (b) "Jersey" shall mean the top part of a volleyball uniform used for team competitions that may be sleeved, short-sleeved or sleeveless.
- (c) "Members" shall mean all persons associated directly or indirectly with the Member Club including, but not limited to, owner, director, members, members' relatives, coaches, officials, volunteers and staff.

2. Grant of License. USAV grants Member Club a non-exclusive, royalty free, license to use Logo solely upon Member Club official Jersey and specifically as prescribed in the Member Club Logo Placement attached hereto as Exhibit A.

3. Term of License. The license granted by this Agreement shall commence on the Effective Date and continue through the 2019 – 2020 USAV registration season unless sooner terminated in accordance with the provisions of this Agreement.

4. Conditions on License. Member Club agrees to comply with the following, which are conditions of the license granted by this Agreement:

- (a) Member Club may only use Logo in strict conformity with the standards as provided by USAV in the Member Club Logo Placement (Exhibit A). Member Club acknowledges and agrees that it must immediately comply with any changes made by USAV that affect Member Club's use of Logo.
- (b) Member Club may not sell or give away any Jersey whatsoever containing Logo.
- (c) MEMBER CLUB SHALL NOT BE PERMITTED TO USE THE LOGO ON ANY ITEM OTHER THAN JERSEY.
- (d) The license granted by this Agreement is not assignable and not transferable. Nothing in this Agreement grants Member Club, or authorizes Member Club to grant to any other person, firm or corporation, any right to use Logo in any way or by any means or manner.

(e) Upon request, Member Club shall furnish to USAV, without charge, a sample of the Jersey upon which Logo is placed. USAV shall have the right of approval over such Jersey by giving written notice to Member Club, within twenty (20) days of receipt of the sample, of such reasonable changes or corrections as may be necessary to comply with USAV's reasonable quality concerns. Member Club shall immediately make and incorporate said changes or corrections and if unable to comply, Member Club shall forfeit the right to use Logo.

(f) If USAV, in its sole discretion, determines that any Jersey used by Member Club under this Agreement is not compliant with the terms of this Agreement including the Member Club Logo Placement (Exhibit A), then USAV shall so notify Member Club and Member Club shall immediately cease using any Jersey(s) displaying Logo and destroy any and all such Jersey(s).

5. Trademarks and Copyrights.

(a) As between USAV and Member Club, Member Club acknowledge USAV's exclusive right, title, and interest in and to the trademark rights in Logo. Member Club agrees that Member Club shall not acquire any right of any kind in Logo as a result of Member Club's use of it, and Member Club agrees that all such uses shall inure to the benefit of USAV.

(b) Member Club agrees that Member Club and Members shall not:

(i) edit, distort, discolor or alter the Logo in any manner;

(ii) use Logo in any manner not permitted by this Agreement;

(iii) knowingly use any name, logo or icon likely to cause confusion with Logo;

(iv) make any representation to the effect that Logo is owned by Member Club rather than by USAV;

(v) challenge either the validity or USAV's ownership of any trademark rights which incorporate Logo; or,

(vi) attempt to register or own in any country: a) Logo; b) any domain name incorporating in whole or in part Logo, or c) any name, domain name, keyword or mark confusingly similar to Logo.

In the event Member Club or Member engages in any of the afore-mentioned prohibited activities, Member Club shall be in breach of this Agreement and Section 10 of this Agreement shall apply.

(c) As between USAV and Member Club, Member Club acknowledges USAV's exclusive right, title and interest in and to the copyright in Logo, and Member Club agrees that Member Club will not contest or assist another in contesting that copyright or USAV's ownership of it.

(d) All materials, if any, provided by USAV to Member Club under this Agreement, and all proprietary rights in and to all such materials shall remain the sole and exclusive property of USAV, subject only to the non-exclusive rights granted to Member Club under this Agreement.

6. Representations and Warranties. Member Club hereby represents and warrants to USAV that Member Club:

(a) has the right, power and authority to enter into this Agreement and to perform Member Club's obligations as set forth herein;

(b) shall take full responsibility as it relates to this Agreement for all individuals associated with such Member Club including, but not limited to its Members and shall be liable for any breach on their part;

(c) is under no obligation or restriction that does or would interfere or conflict with Member Club's obligations under this Agreement, nor will Member Club assume any such obligations or restrictions during the term hereof; and,

(d) the information provided by Member Club in connection with this Agreement is true, correct and complete.

7. Disclaimer and Warranties. USAV DISCLAIMS ANY AND ALL WARRANTIES THAT MAY BE EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO LOGO OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AGAINST INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND AGAINST ALL CLAIMS AND LIABILITIES ARISING OUT OF MEMBER CLUB'S USE OF LOGO.

8. Limitation of Liability. IN NO EVENT SHALL USAV BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, SAVINGS, OR USE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR STRICT LIABILITY), ARISING OUT OF THIS AGREEMENT. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE LACK OF A REQUIREMENT OF ANY MONETARY PAYMENT HEREUNDER IS BASED IN PART UPON THESE LIMITATIONS, AND FURTHER AGREE THAT THESE LIMITATIONS SHALL APPLY. Without limiting the foregoing, USAV shall have no responsibility for any monetary damages under any contract, tort or other legal or equitable

theory, regardless of the form of the action. Such limit shall apply whether or not USAV has been advised of the possibility of such damages.

9. Indemnity. Member Club shall indemnify, defend and hold harmless USAV, its affiliates, and their respective officers, directors, members, employees, volunteers and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of or accruing from (a) any misrepresentation or breach of Member Club's representations and warranties set forth in this Agreement; and, (b) any non-compliance by Member Club with any provisions of this Agreement.

10. Breach. Member Club acknowledges that any violation of Section 4 and/or Section 5 of this Agreement or any other provision of this Agreement will constitute a misuse of Logo and result in a breach of this Agreement and in immediate and irreparable damage to USAV. Member Club acknowledges and admits that there is no adequate remedy at law for such a breach, and Licensee agrees that in the event of such breach, USAV, in its sole discretion, is entitled to the following:

- (a) injunctive relief and such other and further relief as any court with jurisdiction may deem just and proper;
- (b) immediate termination of the Agreement per Section 11;
- (c) all monetary damages and other damages caused to USAV;
- (d) and any all monetary or other damages USAV may become liable for as a result of Member Club's breach;
- (e) immediate termination of the Member Club's use of Logo and Jersey.

11. Termination.

- (a) USAV may, in its sole discretion, terminate this Agreement or modify Member Club's license to use Logo at any time upon written notice to Member Club. Upon termination of this Agreement, Member Club shall immediately cease any and all use of Logo or any marks confusingly similar to Logo.
- (b) Member Club may terminate this Agreement at any time upon written notice to USAV. In this event, Logo may no longer be displayed upon Jersey effective immediately upon the written notice of termination.
- (c) Unless renewed by mutual agreement of the Parties, this Agreement shall expire automatically at the end of the 2019-2020 season.

(d) The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 12, and 13 hereof shall survive termination of this Agreement.

12. Obligations on Expiration or Termination.

(a) Removal from Jersey or Disposal of Jersey. Upon expiration or termination of this Agreement for any reason whatsoever, Member Club shall immediately remove Logo from Jersey, or in the event Logo cannot be removed Jersey, Member Club shall immediately destroy any and all Jersey(s) containing Logo and furnish to USAV an affidavit attesting to the removal of Logo or destruction of any and all such Jersey(s).

(b) Return or Disposal of Logo. Upon termination or expiration of this Agreement for any reason whatsoever, Member Club shall return to USAV's office the Logo or furnish to USAV an affidavit attesting to the destruction of Logo, and all copies, adaptations, compilations, modifications, translations and versions thereof, including but not limited to all reproductions.

13. Notices. Any notice required or permitted by this Agreement shall be in writing to the contact information provided herein, and shall be deemed sufficient upon receipt by the other party, when delivered by email, certified or registered mail, return receipt requested, by commercial overnight delivery service, or by personal delivery to the address of such party as set forth above or to any subsequent address designated by either party.

USA Volleyball
4065 Sinton Road, Suite 200
Colorado Springs, CO 80907
(719) 228-6800

Member Club _____
(Contact Name) _____
Title: _____
(Address) _____

(Phone) _____
(Email) _____

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. The parties hereby submit to the exclusive jurisdiction of the federal and state courts located in Colorado Springs, Colorado, and any action or suit under this Agreement shall only be brought by the parties in any federal or state court in Colorado Springs, Colorado, with appropriate jurisdiction over the subject matter.

15. Amendment: USAV reserves the right in its sole discretion to amend this Agreement by providing Member Club with prior written notice thereof.

16. Miscellaneous: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all oral or written agreements and understandings made and entered into by the parties prior to the Effective Date hereof. Member Club may not assign this Agreement in whole or in part without the prior written consent of USAV, and any purported assignment in violation of these provisions shall be null and void. Subject to the foregoing limitation, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall remain in full force and effect. No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by the waiving party. Each party agrees that it will not reveal the terms of this Agreement or any confidential information to any third party. This Agreement shall not be construed or deemed to create any partnership, joint venture, agency, franchise or other form of agreement or relationship between the parties other than as expressly set forth herein.

IN WITNESS WHEREOF, and intending to be legally bound, the hereby the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

USAV

By: _____

Name: Kerry J.W. Klostermann

Title: Secretary General

MEMBER CLUB

By: _____

Name: _____

Title: _____



Full Color
To be used with white or light color jerseys



Full Color White Wordmark
To be used with dark color jerseys



1-Color Black
To be used with bright or light color jerseys



1-Color White
To be used with bold or dark color jerseys

Member Club Placement
Sleeved Jersey



Size:

2" wide

Placement:

Horizontally centered on sleeve

Minimum of .25" from edge of sleeve seam

1. Cannot be placed on the front or back of the jersey.
2. Can be placed only on the sleeve and cannot be placed with any other brand logos.

Member Club Placement
Sleeveless Jersey



Size:
2.25" wide

Placement:
Horizontally centered
Minimum of .25" from top edge of jersey number

1. Cannot be placed on front of jersey.
2. Can only be placed on the back as shown and cannot be placed with any other brand logos.



Shown in conjunction with Team or Player Name allocation

Size:
2.25" wide

Placement:
Horizontally centered above Team/Name
Cannot be obstructed by Team/Name
Minimum of 2" from top neck seam
Minimum of .25" padding around logo

1. Cannot be placed on front of jersey.
2. Can only be placed on the back as shown and cannot be placed with any other brand logos.