



Laconia Motorcycle Week® Rally Trademark License Agreement

This Laconia Motorcycle Week® Rally Trademark License Agreement (“Agreement”) is made by and between the City of Laconia, New Hampshire, a New Hampshire municipal corporation with its principal place of business at 45 Beacon St. East, Laconia, NH 03246 (“Licensor”) and Laconia American Road, LLC a local retailer having an address of 259 Daniel Webster Hwy. (Rte 3), Meredith, NH and a phone number of 603-279-4526 (“Licensee”), (Licensor and Licensee shall be referred to herein collectively as the “Parties”).

For good and valuable consideration, the sufficiency of which is acknowledged herein, the Parties agree as follows:

1. **Trademarks:** The Parties acknowledge and agree that the Licensor is the registered owner of the following registered trademarks and claims ownership of the following common law trademark:

- a. LACONIA™ (Common Law)
- b. LACONIA MOTORCYCLE WEEK® (U.S. Reg. Nos. 4,194,656 and 4,277,917);
- c. LACONIA MOTORCYCLE RALLY® (U.S. Reg. No. 4,443,057)
- d. LACONIA BIKE WEEK® (U.S. Reg. Nos. 4,194,658 and 4,372,832)
- e. AMERICA’S ORIGINAL RIDING RALLY® (U.S. Reg. No. 4,612,336);
- f. IN LACONIA WE RIDE® (U.S. Reg. No. 4,401,742); and,
- g. WORLD’S OLDEST MOTORCYCLE RALLY® (U.S. Reg. No. 4,284,559)

2. **Grant of License:** From among the Trademarks, Licensee wishes to obtain, and Licensor grants, a non-exclusive license to use, during the Term of this Agreement (as defined below) and subject to the Payment (as defined below), the Requirements (as defined below) and the Limitations (as defined below), to all marks listed in Section 1 above (the “Subject Marks”), in conjunction with the offering, sale, marketing, advertising and distribution of the Subject Goods (as defined below) in, around, and relating to the Laconia Motorcycle Week® Rally. *The foregoing license extends only to retail sales made from to fixed physical locations listed below and does not include sales to other resellers nor to any Internet sales of the goods bearing any of the Trademarks.*

3. **Term:** This Agreement and the licenses granted herein are effective as of date of completion of all licensing requirements, including the Licensor’s receipt of an application for license and all required fees from the Licensee, the approval of the application for license by the Licensor, and the execution of this Agreement by a duly authorized representative of the Licensor (the “Effective Date”). Unless sooner terminated for cause in accordance with this Agreement, this Agreement and the licenses granted herein shall automatically terminate on December 31, 2068 (the “Term”). Upon the end of the Term, or upon prior termination by the Licensor, Licensee shall cease all use of the Subject Marks, and all distribution, sale, marketing and advertising of goods or services bearing or sold in conjunction with the Subject Marks.

4. **The Subject Goods:** The license granted in Paragraph 1 of this agreement extends to all goods listed in the trademark registrations in Section 1 above, and all goods that are related to such goods (the “Subject Goods”).

5. **Payment:** As consideration for this Agreement and the use of the Subject Marks set forth herein, Licensee has paid, or will pay, to Licensor the sum of 5,000.00 (the “Payment”) representing payment for licenses at the following two (2) locations: Laconia Harley Davidson, 239 Daniel Webster Hwy, Meredith, NH 03253 and 1275 White Mountain Hwy. (Rte. 16) North Conway, NH 03860. The Licensee shall have the right to change either physical location by providing advance written notice to Licensor.

6. **Requirements:** The following shall be required of Licensee (the “Requirements”):

- a. **Verification of Reputability:** The Licensee hereby represents, warrants and covenants that neither the Licensee, nor any person or entity that controls the Licensee or will be conducting sales activities on behalf of the Licensee, (i) has violated or will violate any regulation of the City of Laconia relating to the sale of goods or services within the last three (3) calendar years; (ii) has been convicted of any felony involving violence, controlled substances, or dishonesty; or (iii) has been adjudged to be in violation of the consumer protection statute of any state. Licensee understands and agrees that the above covenant shall continue for the Term, that Licensee has a continuing obligation to inform the Licensor if any violations of said covenants, and that any violation of said covenants shall be good cause for Licensor to immediately terminate this Agreement.

- b. **Quality Standards:** Licensee understands and agrees that the Licensor has the right to establish reasonable standards for the approved uses of the marks. Licensee agrees that it shall not use the Subject Marks in any manner not approved in advance by Licensor and that the continued unapproved use of the Subject Marks by the Licensee following receipt of notice by the Licensor to cease such use shall be good cause for Licensor to terminate this Agreement, only after Licensee has the opportunity to cure.
 - c. **Quality Control:** Licensee agrees that it shall maintain the highest standards respecting the nature and quality of each of the Subject Goods, related packaging, advertising and marketing materials on which the Subject Marks are used. Licensor and its authorized representatives shall have the right, upon reasonable notice, to conduct an examination of Licensee's location to determine whether any substantial change in quality of the Subject Goods has occurred since Licensor's initial approval. If, in the reasonable opinion of Licensor or its authorized representatives, any Subject Goods fail to conform with the same standards of quality for which said Subject Goods were approved, Licensor or its authorized representative shall so notify Licensee. Upon such notification, Licensee shall promptly cease to sell Subject Goods bearing the Trademark and shall not resume sales until the standards of quality have been met to the reasonable satisfaction of Licensor or its authorized representatives.
 - d. **Indemnification:** Licensee agrees to indemnify and hold harmless Licensor from any and all loss, claim, suit or liability arising out of or otherwise connected with Licensee's design, manufacture, distribution or sale of the Subject Goods, and Licensee agrees that such indemnity will include, without limitation, payment of Licensor's attorney's fees, costs and expenses and any damages paid by Licensor by settlement, judgment or otherwise. This Paragraph shall survive termination of this Agreement. Licensor agrees that shall not settle any indemnifiable claim without first obtaining written consent from Licensee, which consent shall not be unreasonably withheld.
 - e. **Compliance with All Applicable Laws and Regulations:** Licensee agrees to comply at all times with all local, state and federal laws, regulations and codes, including, without limitation, with those regarding product safety, labeling and hazardous substances.
 - f. **Approvals and Production Samples:** Before the Subject Goods are offered, distributed or sold in commerce, Licensee will submit a request for approval accompanied by proofs of designs to be affixed to the Subject Goods and two (2) representative samples of each of the Subject Goods to Licensor for review and determination of compliance with Licensor's quality standards and obtain written approval of such Subject Goods. Licensee agrees not offer, distribute or sell such Subject Goods in commerce until the sooner of the granting of approval by the Licensor and the passage of Fifteen (15) days from the date of submission of the request for approval.
 - g. **Best Efforts:** Licensee will use its best efforts to market, promote, distribute and sell the Subject Goods bearing any of the Subject Marks.
7. **Limitations:** The following sets forth certain limitations on Licensee (the "Limitations"):
- a. **Non-Exclusive, Transferable and Assignable:** The rights granted to Licensee herein shall not be exclusive to Licensee, and these rights are personal to Licensee and are not transferable or assignable by Licensee without the written approval of Licensor. Notwithstanding the foregoing, the Licensee may transfer and/or assign this agreement without prior approval to a successor company upon a change of ownership of the Licensee.
 - b. **Termination:** Licensor shall have the right but not the obligation to terminate this Agreement for a material breach of this Agreement by the Licensee, including, without limitation, Licensee's material failure to adhere to any of the Requirements, or for violation of any of the Limitations, or for Licensee's bankruptcy or insolvency only after notice to the Licensee and reasonable time to cure the breach.
 - c. **No contest:** LICENSEE AGREES NOT TO CHALLENGE OR CONTEST, OR SUPPORT ANY OTHER PERSON IN CHALLENGING OR CONTESTING, ANY OF THE LICENSOR TRADEMARKS OR THE SUBJECT MARKS OR THE OWNERSHIP OR VALIDITY OF ANY OF THE FOREGOING DURING THE TERM OF THIS AGREEMENT. THE FOREGOING IS A MATERIAL PROVISION OF THIS AGREEMENT.
8. **Remedies:** Licensee agrees that in the event of its material breach of this Agreement, or of any of the Payment, Requirements or Limitations clauses set forth herein, Licensor shall be entitled to terminate this Agreement for cause and terminate any vendor licenses issued to the Licensee, its owners, employees and/or

agents. Licensee also agrees that Licensor shall be entitled to obtain injunctive relief, the Parties agreeing that there would be no adequate remedy at law.

9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the matters described herein, and shall be amended only in writing executed by both Parties.
10. **Assignment:** The benefit of this Agreement shall be personal to Licensee who shall not without the prior consent in writing of Licensor assign the same, which consent shall not be unreasonably withheld, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to the Trademarks. Notwithstanding the foregoing, the Licensee may transfer and/or assign this agreement without prior consent to a successor company upon a change of ownership of the Licensee.
11. **Severability:** If any of the provisions herein (or portion(s) thereof) is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision or portion will be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and the remaining portions of this Agreement shall be unaffected, valid and enforceable.
12. **Choice of Law and Venue:** This Agreement is being executed and delivered in the State of New Hampshire and shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire. Any dispute or other legal action concerning this Agreement, including any litigation proceedings shall be conducted in the State of New Hampshire, and the Licensee consents to the jurisdiction and venue of any State or Federal Court located therein.

The Parties have executed this Agreement as set forth below:

CITY OF LACONIA

By: _____

Name: _____

Title: _____

Date: _____

LACONIA AMERICAN ROAD, LLC

By: _____

Name: _____

Title: _____

Date: _____