



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 and that Licensor shall consider the Licensee's compliance with such standards when deciding whether to approve its application for license. Licensee understands and agrees that Licensor may include conditions upon its approval to ensure Licensee's compliance with such standards. Licensee further agrees that it shall not use the Subject Marks in any manner not approved in advance by Licensor and that any such use shall be good cause for Licensor to immediately terminate this Agreement.
- 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 at any time 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 sole 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 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.
- 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 thirty (30) 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.
- h. **Proof of license:** The Licensor shall provide an original proof of license document for each location for which a license has been obtained. The Licensee shall keep such original proof of license document at each location and shall present such original proof of license to the Licensor, or agents of the Licensor, upon demand. Should Licensee fail to present original proof of license to the Licensor upon request, Licensee agrees to cease all sales of the Subject Goods at the location for the remainder of the calendar day upon which such failure occurs and to refrain from resuming such sales on any subsequent day until an original proof of license is present at the location.

7. **Limitations:** The following sets forth certain limitations on Licensee (the "Limitations"):

- a. **Dated Merchandise:** Licensee shall have no right to use the Subject Marks or any of Licensor's Trademarks, or Copyrights, in connection with any merchandise that is dated with a year (e.g., 2026), except for merchandise that is dated with the year of the Term (*i.e.*, 2026).

- b. **Non-Exclusive, Non-Transferable and Non-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 Licensors.
  - c. **Termination:** Licensors shall have the right but not the obligation to terminate this Agreement for any reason, including, without limitation, Licensee's failure to adhere to any of the Requirements, or for violation of any of the Limitations, or for any change in ownership on the part of Licensee, or for Licensee's bankruptcy or insolvency.
  - d. **No contest:** Licensee agrees not to challenge or contest, or support any other person in challenging or contesting, any of the Licensors Trademarks or the Subject Marks or the ownership or validity of any of the foregoing.
8. **Remedies:** Licensee agrees that in the event of its breach of this Agreement, or of any of the Payment, Requirements or Limitations clauses set forth herein, Licensors 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 Licensors 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 Licensors assign the same, nor part with any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect to the Trademarks.
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: \_\_\_\_\_

**LICENSEE:** \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_