



License Agreement for Clubs in Canada

Civitan International owns the logo, brand, and name of Civitan International and Junior Civitan International.

An official license agreement for the brand is below.

This Trademark License Agreement ("**Agreement**"), dated as of September 15, 2024, is by and between Civitan International, an Alabama non-profit corporation with an address at 500 Corporate Parkway, Suite 150, Birmingham, Alabama 35242 ("**Licensor**") and the responding club ("**Licensee**").

WHEREAS, Licensor is an organization of volunteers dedicated to helping people in their own communities through a variety of volunteer services and ancillary services and merchandise, wishes to license the use of certain marks to Licensee and Licensee desires to accept that license.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term a fully paid up, royalty free, non-exclusive, non-transferable, non-sublicensable license to use the trademarks set forth on Schedule A whether registered or unregistered (the "**Licensed Mark**") on or in connection with the promotion, advertising, distribution, and offering of the services identified on Schedule A (the "**Licensed Services**") in the geographic area identified on Schedule A (the "**Territory**"). Licensor hereby reserves all rights not expressly granted to Licensee under this Agreement.
2. **Use of the Licensed Mark.** Licensee shall ensure that all Licensed Services advertised, marketed, or otherwise offered by Licensee and descriptive literature, and all other materials carrying the Licensed Mark, be marked with the appropriate trademark notices as set forth in Schedule A and otherwise in accordance with Licensor's instructions. Licensee shall comply strictly with the directions of Licensor regarding the form and manner of the application of the Licensed Mark.

3. **Ownership and Registration.**

Acknowledgement of Ownership. Licensee acknowledges that (a) Licensor is the owner of the Licensed Mark and all goodwill related thereto, and (b) all use of the Licensed Mark under this Agreement and any goodwill accruing from such use will inure solely to the benefit of Licensor. If Licensee acquires any rights in the Licensed Mark, by operation of law or otherwise, Licensee hereby irrevocably assigns such rights to Licensor without further action by any of the parties. Licensee agrees not to dispute or challenge or assist any person or entity in disputing or challenging, Licensor's rights in and to the Licensed Mark or the validity of the Licensed Mark. Licensor shall, at its own expense, take all reasonable steps to maintain the existing registrations of the Licensed Mark in the Territory and prosecute to registration any pending applications in the Territory.

Licensee Restrictions. Licensee agrees that it shall not, during the Term or thereafter, directly or indirectly: (a) take, omit to take, or permit any action which will or may dilute the Licensed Mark or tarnish or bring into disrepute the reputation of or goodwill associated with the Licensed Mark or Licensor, or which will or may invalidate or jeopardize any registration of the Licensed Mark; or (b) apply for, or obtain, or assist any person or entity in applying for or obtaining any registration of the Licensed Mark, or any trademark, service mark, trade name, or other indicia confusingly similar to the Licensed Mark.

Quality Control. Licensee understands and agrees that all uses of the Licensed Marks permitted under this Agreement shall be subject to the reasonable quality control of Licensor. Licensee shall maintain the high standards of the Licensed Marks in all marketing, advertising, and promotion of the Licensed Services. Licensor may issue uniform reasonable rules and regulations relating to the manner of use of the Licensed Marks, and Licensee shall use reasonable efforts to comply with these rules and regulations in all material respects.

Enforcement. Licensee shall immediately notify Licensor in writing with reasonable detail of any: (a) actual, suspected, or threatened infringement of the Licensed Mark, claim that the Licensed Mark is invalid, or opposition to the Licensed Mark; (b) actual, suspected, or threatened claim that use of the Licensed Mark infringes the rights of any third party; or (c) other actual, suspected or threatened claim to which the Licensed Mark may be subject. Licensor has exclusive control over, and conduct of, all claims and proceedings referenced above. Licensee shall provide Licensor with all assistance that Licensor may reasonably require in the conduct of any claims or proceedings. Licensor shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

4. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Term and Termination.

Term. This Agreement will be deemed to have commenced as of the date upon which Licensee first begins using and displaying the Licensed Mark to identify the Licensed Services (the “**Effective Date**”) and, unless terminated earlier in accordance with this Section 5, continue for a period of as long as the Licensee is a service club chartered by Licensor (the “**Term**”). On the expiration or termination of this Agreement for any reason: (a) all rights and licenses granted pursuant to this Agreement cease; (b) Licensee shall cease all use of the Licensed Mark.

Termination for Cause. Licensor may terminate this Agreement immediately on written notice to Licensee if Licensee breaches this Agreement and (if such breach is curable) fails to cure such breach within 30 days of being notified in writing to do so or immediately if Licensee challenges the validity or Licensor's ownership of the Licensed Mark.

6. Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, without Licensor's prior written consent. Any purported assignment, delegation, or transfer in violation of this Section is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent.

7. Miscellaneous.

Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

Entire Agreement. This Agreement, together with all Schedules hereto constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof.

Governing Law; Submission to Jurisdiction; Language. This Agreement is governed by and construed in accordance with the internal laws of the State of Alabama without regard to principles of conflicts of law. Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the state or federal courts in and for the State of Alabama, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. While this Agreement may be translated into different languages for the convenience of the parties, the original and controlling version of this Agreement shall be the version using the English language.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Acceptance via affirmative checkmark response during the annual club compliance process will be deemed to have the same approval as a signed agreement outlined in the Counterparts section above.

For more information on Civitan International's branding guidelines or to download logos available for use, visit <https://civitan.org/marketing/>

SCHEDULE A
Licensed Mark(s):

1. The word CIVITAN.
2. The “CIVITAN INTERNATIONAL C Logo” and the “JUNIOR CIVITAN Logo” identified below.



3. The tagline “Champions of Service”.
4. The tagline “We Are Civitan”.

Licensed Services: Club services, namely, promoting the interests of people concerned with good citizenship, patriotism, community, cooperation, community services and charitable activities.

Territory: United States of America

Trademark Notices: Licensee will use the federal registration symbol – ® -- with all uses of the Licensed Marks unless a waiver is granted by Licensor.