

Gulf Atlantic Diocese Trademark License Agreement

This License Agreement (“Agreement”) sets forth the terms and conditions under which
(Name) _____
(Address) _____
(Email) _____ (Phone) _____

(“Licensee”), may use certain trademarks and service marks owned by the Gulf Atlantic Diocese, a Florida non-profit corporation having an address at 4815 Executive Park Ct, Bldg. 200, Ste. 201, Jacksonville, FL 32216 (“Licensor”).

WHEREAS, Licensor has used and is the owner of the service marks/trademarks GULF ATLANTIC DIOCESE (GAD), and the logo design mark as shown in the attached Exhibit A (referred to hereafter as the “Marks”) and owns pending applications for the registration of the Marks in the United States and/or Canada;

WHEREAS, Licensee would like to use the Marks in connection with its offering of ministerial services under the Marks; and

WHEREAS, Licensor is willing to grant a royalty-free non-exclusive limited license to use the Marks in connection with the rendering of Licensee’s ministerial services subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged, Licensee hereby agrees as follows:

1. The term of the license shall be for as long as Licensee is a member in good standing of the Anglican Church in North America and the Gulf Atlantic Diocese.

2. Licensee is hereby provided with the right to use the Marks in any and all communications associated with Licensee’s rendering of ministerial services, including but not limited to its use of the Marks in literature, letters and business cards referencing its association with Licensor, in advertising and promotional materials used in connection with rendering of ministerial services under the Marks, and on the Internet, including the right to link its website(s) to any of the websites owned or operated by the Gulf Atlantic Diocese.

3. Licensee acknowledges that the Marks are owned by the Licensor and agrees that nothing in this Agreement shall give Licensee any right, title, or interest in the Marks other than the right to use the Marks in accordance with this license. Licensee agrees that its use of the Marks shall inure to the benefit of Licensor as owner of the Marks and that Licensee shall make no claim of ownership in the Trademarks during the life of this Agreement or after termination thereof. Licensee agrees to refrain from any action that is prejudicial or likely to be prejudicial to Licensor’s ownership of the Marks, or that endangers or is likely to endanger the validity or distinctiveness thereof, or is likely to detract from the goodwill associated therewith.

4. Licensee agrees that the nature and quality of all services rendered by Licensee in connection with the Marks and all related advertising, promotional and other related uses of the Marks by Licensee shall conform to the requirements of applicable laws and to any reasonable standards set by Licensor and communicated to Licensee. Licensee agrees to cooperate with Licensor in the monitoring and control of such nature and quality, including permitting reasonable inspection of Licensee's use of the Marks and furnishing, upon Licensor's reasonable request, samples of literature or other materials bearing the Marks.

5. Where practical, Licensee agrees to place a legend on any literature, advertising, internet web sites or articles wherein the Marks are used acknowledging the Marks are Trademarks of the Gulf Atlantic Diocese.

6. Licensee shall promptly notify Licensor of any unauthorized use of the Marks by others that come to the attention of Licensee. Licensor shall have the sole right and discretion to bring any infringement or unfair competition proceedings involving the Marks. Licensee shall cooperate fully in the defense or settlement of any claim or litigation relating to the Trademarks.

7. Licensee may terminate this Agreement, in whole or in part, by written notice to Licensor. In the event Licensee materially breaches any of its obligations hereunder, Licensee shall have thirty (30) days after receiving written notice of the breach within which to cure such breach. If Licensee has not cured such breach at the end of such thirty (30) day period, then Licensor may terminate this Agreement, in whole or in part, effective immediately. Upon such termination, Licensee agrees to immediately discontinue all use of the Marks and to destroy all printed materials bearing any of such Marks, and to acknowledge that all rights in such Marks and the goodwill associated therewith shall remain Licensor's property.

8. The rights granted herein are personal to Licensee, are not transferable by Licensee either voluntarily or by operation of law, and may not be assigned, mortgaged, sub-licensed or otherwise encumbered by Licensee without the express and written consent by Licensor.

ACKNOWLEDGED AND AGREED:

Authorized Signature: _____

Authorized Name (Print): _____

Title of Signer: _____

Date of Signature: _____

Email of Signer: _____

PLEASE RETURN BY:

Mail: Gulf Atlantic Diocese, 4815 Executive Park Ct., Bldg. 200, Ste. 201, Jacksonville, FL 32216 (Attn: Harris Willman)

Scan and Email: HWillman@GulfAtlanticDiocese.org

EXHIBIT A

Marks, Trademarks, and the Logo design marks of the GULF ATLANTIC DIOCESE (GAD)



GULF ATLANTIC
DIOCESE OF THE
ANGLICAN CHURCH
IN NORTH AMERICA

