

Agreement/Contract (2009-)

This Agreement is entered into on this _____ day _____ 20____; between Amtgard International, Inc., "LICENSOR" and "_____", "LICENSEE."

WHEREAS Amtard International, Inc., a Colorado Non-profit Corporation, hereinafter referred to as "Amtgard, Inc.," holds all applicable copyrights (to the Amtgard Rules of Play and role-playing system, and all associated materials) and is the sole and exclusive owner of the "Amtgard" Trademark and has the power and authority to grant LICENSEE the right, privilege, and license to use the Trademark and copyrighted material; and

WHEREAS LICENSEE desires to obtain from LICENSOR a license to use the Amtgard trademark and to use and distribute the copyrighted material

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the parties, each intending to be legally bound hereby, do promise and agree as follows.

1. LICENSE GRANT

A. LICENSOR hereby grants to LICENSEE a non-exclusive license to use the Trademark and copyrighted materials and to distribute the copyrighted materials.

B. LICENSEE may not grant any sublicenses to any third party without the prior express written consent of the LICENSOR which may be withheld for any reason.

C. This License is non-transferrable by LICENSEE.

Terms of Agreement

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the last the date of execution below and shall extend until terminated or modified pursuant to the terms of this agreement.

This Agreement terminates and/or supersedes any prior agreement regarding the Amtgard name/Trademark and the copyrighted materials between LICENSEE and LICENSOR, or any predecessor entities of either party. As of the date of execution of this agreement all such prior agreements are mutually revoked and terminated.

This Agreement terminates should the LICENSEE be subsumed by or merged with another entity or group that is already a LICENSEE of Amtgard Inc. under a separate agreement.

The LICENSEE agrees to:

1. Operate a non-profit group with or without governmental recognition. All proceeds gained from dues, sales of publications, special events, etc., must be used for the furtherance of the contracted group. At no time may any monies gained by the contracted group be used for personal profit.

2. Abide; without deletion, addition, or alteration; by the Amtgard Rules of Play, the Amtgard Freehold Corpora, and all ratified agreements by the Amtgard International, Inc. Circle of Monarchs committee. While special events may warrant the creation of special rules, regular events must utilize the Official Amtgard Rules of Play.
3. Appoint, through fair and equitable means; whether competition, election, or other method, officers as described in the Amtgard Freehold Corpora (or sponsoring kingdom Corpora, if applicable), for the appropriate group size.
4. Abide by all laws, whether local, state, or federal.
5. Maintain a positive relationship with the authorities, with the general public, with other groups and organizations, and with other Amtgard groups.
6. Educate and enrich the membership and the public through demonstration, instruction, and creativity in the Fantasy, Medieval, or Ancient genres; arts and sciences or combat-based.
7. Hold Amtgard events on at least a biweekly basis. The events may be combative, competitive, or instructional, but must be related to Amtgard. These events must be open for participation to the entire membership of the Grantee's group, members of other Amtgard groups, and non-members interested in joining.
8. Maintain records of attendance, a membership roster, accurate financial records, and records of awards and honors received by members. These records must be available for review by the Board of Directors of Amtgard, Inc. upon request.
9. Treat all members fairly and equally in accordance with guidelines set by the Circle of Monarchs and the Amtgard Rules of Play. Such restrictions as must be placed for purposes of safety and reduction of liability must be fair and not discriminatory.

The LICENSEE may choose to seek status as a non-profit corporation. Upon meeting all governmental requirements, the Grantee may incorporate under the name of Amtgard: Chapter of “_____”. The LICENSEE's incorporation has no effect upon this agreement, and both parties remain bound under its terms and obligations. However, should the LICENSEE incorporate using the Amtgard name/trademark, termination of this agreement will require the LICENSEE to seek a name change to remove the Amtgard name/trademark from their Corporate identity.

Amtgard, Inc. agrees to:

1. Grant permission for use of the Amtgard name/Trademark, copyrighted material and role-playing system under the terms of this Agreement.
2. Provide online, printable copies of the Rules of Play, the Corpora of Laws, and sundry supplemental documents (copyrighted material) used to facilitate play of the Amtgard role-playing system.
3. The LICENSEE may distribute these publications to its members, without alteration, at a cost no greater than 10% above the price paid by the LICENSEE for production of the materials.
4. Provide copyright-free forms for copying and use for maintenance of attendance and other records.

Liability

Amtgard, Inc., its officers and members, accept neither liability nor responsibility for the actions of, or any injury to, any member or officer of the LICENSEE's group. The LICENSEE undertakes the formation of an Amtgard group at its own risk and liability, and its members participate in the Amtgard role-playing system by choice and at their own risk.

Trademarks And Copyrights

1. LICENSOR shall seek, obtain and, during the Term of this Agreement, maintain in its own name and at its own expense, appropriate protection for the Trademarks, and copyrighted material, and LICENSOR shall retain all right, title and interest in the Trademarks as well as any modifications made to the Trademarks by LICENSEE. LICENSEE agrees that its use of the Trademarks inures to the benefit of LICENSOR and that the LICENSEE shall not acquire any rights in the Trademarks.
2. The parties agree to execute any documents reasonably requested by the other party to effect any of the above provisions.
3. LICENSEE acknowledges LICENSOR's exclusive rights in the Trademarks and copyrighted material and, further, acknowledges that the Trademarks are unique and original to LICENSOR and that LICENSOR is the owner thereof. LICENSEE shall not, at any time during or after the effective Term of the Agreement dispute or contest, directly or indirectly, LICENSOR's exclusive right and title to the Trademarks and copyrighted material or the validity thereof. LICENSOR, however, makes no representation or warranty with respect to the validity of any patent, trademark or copyright which may issue or be granted therefrom.

Termination of Agreement

1. LICENSEE may choose at any time to terminate this Agreement by sending notice via certified mail to Amtgard Inc.
2. Failure to comply with any term of this Agreement by the LICENSEE will constitute a material breach of this Agreement, and constitutes grounds for immediate termination of this Agreement by Amtgard, Inc. A letter detailing the reasons for termination will be sent by registered mail to the highest officer of an unincorporated group, or the Board President of an incorporated group.
3. Amtgard Inc. may terminate this agreement for good cause with 30 days notice to LICENSEE.
4. Upon the expiration or termination of this Agreement, all of the rights of LICENSEE under this Agreement shall terminate and immediately revert to LICENSOR and LICENSEE shall immediately discontinue all use of the Trademarks at no cost whatsoever to LICENSOR.

Indemnity

1. LICENSEE agrees to defend and indemnify LICENSOR, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through claims of third parties against LICENSOR based on LICENSEE'S use of the Trademark, Amtgard Rules of Play and role playing system, or other copyrighted material.
2. LICENSEE agrees to defend and indemnify LICENSOR, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred by LICENSEE'S breach of this agreement.

Jurisdiction And Disputes

1. This Agreement shall be governed in accordance with the laws of the State of Colorado, United States of America.
2. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by arbitration in Denver County, Colorado before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the parties submit to the personal subject matter jurisdiction of the State of Colorado. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Uniform Arbitration Act as adopted in the State of Colorado at C.R.S. § 13-22-201 *et seq.*, and any action to enforce any rights hereunder shall be brought exclusively in Colorado District Court. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY**
3. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

Agreement Binding On Successors

The provisions of this Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

Severability

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

No Joint Venture

Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

Assignability

The license granted hereunder is personal to LICENSEE and shall not be assigned by any act of LICENSEE or by operation of law except with the consent of LICENSOR.

Amendments

Any amendment to this Agreement must be in writing and signed by an authorized person of each party.

Responsible Parties

Signatures recorded below are for individuals who warrant that they are authorized representatives of the LICENSEE or Amtgard, Inc. This Agreement is binding upon the groups represented by these individuals, and shall remain in effect regardless of changes of officers or group membership.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Amtgard International , Inc.

Amtgard: Chapter of “_____”

By: _____

By: _____

Printed Name and Title

Printed Name and Title

City and State

Please include a copy of the driver's license for Licensee's signing representative