



# License Agreement

doggone  safe

This agreement is between Doggone Safe, a non-profit corporation with headquarters at 2295 Mohawk Trail, Campbellville ON, Canada and \_\_\_\_\_  
Of \_\_\_\_\_,  
hereinafter referred to as the Licensee.

1. Doggone Safe owns the trademarks, Doggone Safe and Be a Tree and their associated logos.
2. The Licensee is granted permission to use the Doggone Safe trademarks Doggone Safe and Be a Tree and associated logos to promote their business and the Be a Tree program. Trademarks and logos may be used by the Licensee in print and on-line. All on-line imprints of the trademarks or logos must be associated with a live link to <http://www.doggonesafe.com> and the text [www.doggonesafe.com](http://www.doggonesafe.com) must appear on each page of printed material on which the trademarks or logos are displayed.
3. Doggone Safe will maintain a list of registered Be a Tree Licensees on a public web page with links to the Licensees' web sites. New Licensees will be acknowledged in the Doggone Safe newsletter which will be published in electronic format from time to time.
4. The Licensee will receive passworded access to a private web page and downloads of the logos, and other materials as may be posted from time to time. A password will be issued by Doggone Safe within 4 weeks of receipt of the signed agreement.
5. With the mutual agreement of Doggone Safe and the Licensee, Doggone Safe will assist in the procurement of funding from funding agencies or private industry for the delivery of the Be a Tree program, including funding to compensate the Licensee for time spent in program delivery.
6. The Licensee agrees not to take a live dog into a Be a Tree presentation.
7. The Licensee agrees to pay a royalty of \$10CAD to Doggone Safe for each Be a Tree presentation conducted by the Licensee if admission fees or other payment is collected by the Licensee. Royalty payments to Doggone Safe shall be made within 30 days of the end of the calendar year and shall be accompanied by a written statement.

Initial on behalf of Doggone Safe \_\_\_\_\_ Initial on behalf of Licensee \_\_\_\_\_

8. It is understood and agreed that Doggone Safe, by granting the license under this Agreement, is not endorsing or warranting the quality or soundness of goods or services sold by Licensee. Licensee shall not express or imply (nor allow any persons or entities over whom Licensee has control for purposes relevant to this paragraph, to express or imply) in any setting or circumstance, that Doggone Safe endorses or warrants the quality or soundness of any product or service provided by the Licensee.
9. Licensee agrees to indemnify and hold and save Doggone Safe, its directors, officers, employees, agents, and servants harmless from and against any and all losses, claims, damages, judgments, expenses (including attorneys fees and costs of litigation), penalties, or liabilities arising out of: (1) any claims or suits or threats of suits (including product liability claims or suits) which may be brought or made on the basis of any alleged defects in, inherent dangers in, negligence in the manufacture or marketing of, injuries or death allegedly resulting from, or dissatisfaction with Licensee's products or services; (2) any claims, charges, suits or threats of suit (including actions or complaints by governmental agencies, whether brought in judicial or administrative forums) for misrepresentation, false advertising, violation of any Canadian, U.S. federal or state consumer protection statute, unfair trade practices, or like causes, however styled, involving Licensee's products, Licensee's advertising or promotion of such products, or Licensee's use of Doggone Safe Trademarks or logos; and (3) any claims, charges, suits or threats of suit alleging violation by Licensee of any applicable Canadian, U.S. federal, state, or municipal charitable solicitation statute, law or ordinance.
10. Doggone Safe agrees to indemnify and hold Licensee, its directors, officers, employees, and agents harmless from and against all losses, claims, damages, judgments, expenses (including attorneys fees and costs of litigation) penalties, or liabilities arising out of any claims or suits, or threats of suits which may be brought or made against Licensee for copyright or trademark infringement by reason of Doggone Safe's breach of the warranties or representations made in 1. above Licensee shall give Doggone Safe prompt written notice of any such claims, or suits, or threats of suit.
11. This agreement will commence on the date set forth below and will remain in effect until cancelled by one of the parties.
12. Either party may cancel this agreement with 30 days written notice.
13. The Licensee will immediately stop using Doggone Safe logos or trademarks in any form in print or on-line and will not imply any association with Doggone Safe from the date of cancellation of this agreement. Teacher kit materials may continue to be used without additional reference to Doggone Safe.

Signed on behalf of Doggone Safe: \_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of Licensee: \_\_\_\_\_ Date: \_\_\_\_\_