

**Brick Twp School District
"High Schools"
Royalty Agreement**

This agreement BETWEEN Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd., Ohiopyle, PA 15470 ("OP"), D/B/A "My Town Originals®" a registered fictitious name,

AND BRICK TOWNSHIP BOARD OF EDUCATION School located at
101 HENDRICKSON AVE., BRICK, NJ 08724 (the "School")

License to use Marks: The school grants OP the non-exclusive right and a license to use the school Marks for marketing, manufacturing, and distribution of apparel and accessories ("Products") sold to retailers and consumers. School "Marks" are defined as school name, nickname, mascot, and related designs, logo graphics and symbols.

- a. **No Assignment:** This contract may not be assigned to any party.
- b. **Applicable Law:** The contract and any disputes thereunder shall be governed by New Jersey Law. Any disputes shall be venued in New Jersey.

School Sales: This agreement shall not affect the purchase and sales of the School's booster clubs and bookstore in any way.

School Marks: The School warrants and represents that it is the owner of all rights in and to the licensed Marks. The School authorizes its Marks to OP for the sale and distribution of Products bearing the School's name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize OP to sublicense School Marks to other parties.

Indemnification: OP agrees to indemnify and hold the School, its officers, agents, employees, and assignees harmless from liability, loss or damage suffered as a result of claims, demands, cost or judgments, including legal fees arising out of the duties and obligations pursuant to license use school Marks in connection with any product sold by OP.

Term/Termination: This agreement will remain in effect for one year. The School may terminate this agreement at any time for any reason upon written notification to OP. Upon written notification, OP will immediately discontinue production of any new products but shall retain the right to sell any remaining inventory.

Payments: Payment will be made to the School based on 7% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter. Any checks not cashed after 90 days from issuance will be voided and replaced with a new check.

- A. BENEFIT.** This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.
- B. CONSTRUCTION.** This Agreement is being delivered and is intended to be performed in the State of New Jersey and shall be construed and enforced in accordance with the laws of that State.
- C. NOTICES.** All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.
- D. COUNTERPARTS.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

E. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

Persons executing this Agreement warrant and represent that they have been authorized to sign this Agreement to legally bind the party for which they are signing:

"Ohiopyle Prints Inc."

"School"

Signature: 

Signature: _____

Name: Fred Wright

Name: James W. Edwards, Jr., CPA

Title: Pres

Title: Business Administrator/
Board Secretary

Date: 9/26/11

Date: _____

E-mail to: mytown@ohiopyleprints.com

Fax: _____

Fax to: (866) 314-1305

E-mail: _____