

**Cooperating Associations Program  
LICENSE/PERMISSION FOR USE OF TRADEMARKS**

**State of California - Natural Resources Agency  
DEPARTMENT OF PARKS AND RECREATION**

REQUESTER NAME

\_\_\_\_\_ hereafter called the "Licensee."

Subject to the terms and conditions of this Agreement, the California Department of Parks and Recreation (the "Department") grants permission to use certain trademarks (the "Mark(s)"), created and owned by the Department, in accordance with the terms and conditions of this License, identified as follows:

**California State Parks logo,** \_\_\_\_\_

See attached exhibit "F", Attachment 1 for additional provisions regarding use of the logo, including specifications, registration, and logo usage guidelines.

The Department hereby grants to the Licensee the non-exclusive, non-transferable, non-sublicenseable right and license to use, reproduce, duplicate and distribute the Mark pursuant to the terms and conditions of this license **until**

\_\_\_\_\_. This License is intended to run concurrently with the Agreement and shall automatically terminate upon early termination. **The Department shall retain all right, title and interest in and to the Mark provided hereunder. Licensee agrees that is shall not at any time challenge or contest the validity and ownership by the Department of the Mark(s).**

License Use

This license shall authorize the use of the Mark and associated goodwill, in connection with the following:

**Any activities and/or programs associated with the efforts of Licensee to perform authorized activities pursuant to the Cooperating Association Agreement between Licensee and the Department, dated concurrently herewith.**

Any additional use shall require written permission and/or the payment of fees. This is not an exclusive privilege to the user, and the Department reserves the right to make the Mark available to others.

One copy of any published work or product using the Mark pursuant to this grant of license must be provided to the Department (*mail to: Interpretation and Education Division, PO Box 942896, Sacramento CA 94296-0001*) at no cost to the Department unless agreed otherwise in writing.

Licensee shall not modify or alter the Mark in any way without prior written approval from the Department.

In connection with each use of the Mark(s), Licensee shall indicate that the name is trademarked designating the letters "™" after each and every use. In the event the Mark(s) is/are registered with the United States Patent and Trademark Office, as is the case with the California State Parks Logo, the trademark identification will instead consist of the letter R in a circle as directed by Licensor and as permitted by law.

All uses of the Mark must be accompanied by the trademark registration symbol (®) unless it is infeasible from a production standpoint, such as for patches and decals.

IN NO EVENT SHALL THE DEPARTMENT BE LIABLE FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT. THE DEPARTMENT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PERMISSION TO USE THE MARK IS GRANTED "AS IS."

Licensee agrees to indemnify, protect, hold harmless, and defend the Department from and against any liability that might arise from any and all use of the Mark by Licensee, its licensees, successors or assigns.

Licensee agrees to pay the Department, upon acceptance of this agreement, all expenses as follows: **No expenses.**

Third Party Infringement

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Mark(s) by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

Termination

A. The Department shall have the right to terminate the License in the event of Licensee's breach and/or unauthorized use of the Mark(s), whereupon all rights granted herein shall revert immediately to the Department.

B. Upon early termination by the Department or by expiration of the License, the License shall terminate, Licensee's rights shall cease immediately and Licensee shall discontinue all use of the Mark(s) and/or other licensed property at once.

C. Licensee shall dispose of all good, works and materials bearing or relating to the Mark(s) in accordance with the Department's instructions.

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**The provisions below constitute page 2 of 2 of this Exhibit.**

Ownership, Goodwill and Quality Control

Licensee acknowledges the Department's exclusive right, titles and interest in and to the Mark(s). All rights not specifically transferred by this License are reserved to the Department. Licensee recognizes the great value and goodwill associated with the Mark(s) and acknowledges that such goodwill belongs to the Department. Licensee further acknowledges that the Mark(s) has/have acquired a secondary meaning among the public. Licensee agrees not to take any action that could be detrimental to the goodwill associated with the Mark(s) or to the Department. **The Department shall have the right to approve the quality of any reproduction of the Mark(s) on any materials, as well as the associational use or co-joining of the Mark(s) with any event, cause, or third party.** The Department shall not unreasonably withhold such approval. Further, Licensee agrees to inspect and approve its own sponsored uses of the Mark(s) to ensure quality and content of materials, consistent with the goodwill represented by the Mark(s).