

AthFest Educates Terms and Conditions

AthFest, Inc. is a Georgia not-for-profit corporation created under the laws of the State of Georgia (the “Company”). The Company conducts its business under its legal name as well as fictitious trade names, including without limitation “AthFest Educates” and “AthHalf;”

The Company possesses certain confidential information and owns certain intellectual property rights relating to its business and is currently willing to license certain of its intellectual property rights to vendors, sponsors, performers, artists and other individuals and entities in its sole discretion, pursuant to the terms set forth herein (each a “Licensee”);

As such, any and all such Licensees shall hold any such license only in strict compliance with these Terms and Conditions.

(If you have any questions about these Terms and Conditions or use of any AthFest marks, please contact us at director@athfesteducates.org or at the following address: AthFest Educates, P.O. Box 327, Athens, GA 30603.)

1. **License and Restrictions.** Subject to the terms of these Terms and Conditions, the Company grants to Licensee, to the extent it may lawfully do so, and Licensee accepts from the Company, a fully revocable, non-exclusive, royalty-free right and license, during the term of these Terms and Conditions, to utilize the service marks, “AthFest,” “AthFest Educates” and “AthHalf,” and the associated logos (the “Logos”), but at all times subject to the following restrictions and conditions (the service marks and Logos are collectively herein referred to as the “Marks”):

Ownership

Nothing in these Terms and Conditions shall confer or transfer to Licensee any ownership rights in or to the Marks or any other intellectual property of the Company. Further, Licensee shall only have such rights to use the Marks and any other intellectual property of the Company as specifically set forth herein and only during the term of these Terms and Conditions.

Editorial Content and Commercial Use

(a) Any use of the Marks requires advance written approval from the Company. Any use, whether for commercial use or not, of the Marks without advance written approval from the Company is strictly prohibited. A commercial use of the Marks is any use in association with the promotion of the products or services of an individual or entity other than the Company;

(b) The Marks must never be used in a manner that misleadingly suggests or indicates that the Company has approved or endorsed the content, or the source of the content, without the Company’s prior written approval;

(c) Use of Logos is not permitted except with prior written approval from the Company. *(Generally, only media outlets that have applied for and received accreditation from the Company may have permission to use Company Logos in news and editorial coverage - if you would like to request permission to use a specific Logo, please contact director@athfesteducates.org);*

(d) Any use of the Marks in association with the promotion or operation of an event must be approved or sanctioned by the Company in advance in writing.

Merchandise

Licensees may not use the Marks on any apparel, poster or other merchandise without the prior written approval of the Company. *(If you would like to request permission to use the Marks on merchandise, please contact: director@athfesteducates.org.)*

Vendors and Sponsors

Licensees who are approved vendors or sponsors should use the Logos that were given to them in order to inform people about their presence at AthFest or AthHalf.

Performers and Artists

Licensees who are performing artists or artist market vendors should use the Logos that were given to them in order to inform people about their presence at AthFest or AthHalf.

Partners

Licensees who are approved partners should use the Logos that were given to them in order to inform people about their presence at AthFest or AthHalf.

2. Term and Termination. This Agreement shall be effective upon any approved use of the Marks and shall continue until terminated by the Company for any or no reason. The Company reserves the right to modify or change the terms of these Terms and Conditions at any time in its sole discretion.

3. Non-Disclosure. During and after the termination of these Terms and Conditions, Licensee shall protect and keep confidential all non-public information disclosed by the Company, including without limitation all trade secrets (“Confidential Information”), and will not, except as may be authorized by the Company in writing, use or disclose any such Confidential Information for any purpose other than as agreed in these Terms and Conditions. Upon termination of these Terms and Conditions, Licensee shall return to the Company all written materials that contain any Confidential Information.

4. Infringement. Licensee shall inform the Company promptly of any alleged infringement of the Marks by a third party and of any available evidence thereof. In any infringement suit to enforce its intellectual property rights, Licensee shall, at the request and expense of the Company, cooperate in all reasonable respects and, to the extent possible, have its personnel testify when requested and make available relevant records, papers, information, samples, specimens and the like.

5. Disclaimers.

(a) EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE COMPANY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE MARKS OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, VALIDITY OF THE INTELLECTUAL PROPERTY RIGHTS HEREUNDER, WHETHER ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THESE TERMS AND CONDITIONS SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY THE COMPANY THAT THE PRACTICE BY LICENSEE OF THE RIGHTS AND LICENSES GRANTED HEREUNDER DOES NOT OR WILL NOT INFRINGE ANY THIRD PARTY'S PATENT RIGHTS, COPYRIGHT RIGHTS, TRADE SECRETS OR OTHER RIGHTS IN INTELLECTUAL PROPERTY.

(b) IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER THE COMPANY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING, OR FOR EXEMPLARY, SPECIAL, PUNITIVE, OR SIMILAR DAMAGES OF ANY KIND, WHETHER SOUNDING IN CONTRACT, TORT, OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

6. Indemnification. Licensee agrees to indemnify, hold harmless, and defend the Company from and against any and all judgments, liabilities, damages, losses, expenses and costs (including without limitation court costs and reasonable attorneys' fees) incurred by the Company that relate to: (i) Licensee's willful misconduct or negligence in connection with these Terms and Conditions and (ii) Licensee's breach of any representation, warranty or obligation under these Terms and Conditions.

7. Injunctive Relief. Licensee acknowledges and agrees that money damages would be an inadequate remedy for any breach or threatened breach of any of the provisions of these Terms and Conditions. Accordingly, in addition to any other relief available to it, the Company shall be entitled to specific performance and other appropriate injunctive and equitable relief with respect to any such breach or threatened breach. For purposes of this Section 7, "threatened breach" means any indication, verbal or otherwise, of Licensee's intention to breach, or of Licensee's impending breach of, any of the provisions of these Terms and Conditions.

8. Assignment. Licensee may not assign or subcontract any or all of Licensee's rights or obligations hereunder without the prior written consent of the Company. Any assignment or subcontracting without such written consent shall be void.

9. Notice. Any notice or communication pursuant to these Terms and Conditions shall be sufficiently made or given if sent by certified or registered mail, postage prepaid, or by overnight courier, with proof of delivery by receipt, addressed to the Company at its principal office address or to Licensee at the most current address then on file with the Company.

10. Waiver. The Company shall not be deemed to have waived any provision hereof unless such waiver is in writing and executed by the Company. No waiver by the Company of any provision hereof will constitute a waiver of such provision on any other occasion.

11. Severability. The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof will not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition, or of the remainder of these Terms and Conditions.

12. Governing Law. These Terms and Conditions shall be governed by and is construed in accordance with the internal laws of the State of Georgia without regard to its rules concerning conflicts of laws. Each party consents to the exclusive jurisdiction of the state and federal courts sitting in or encompassing Athens-Clark County, Georgia in any action on a claim arising out of, under or in connection with these Terms and Conditions or the transactions contemplated by these Terms and Conditions.

13. Restriction on Use. Except as specifically set forth herein, nothing contained in these Terms and Conditions shall be construed as conferring upon Licensee any right to use in advertising, publicity or other promotional activities any name, trade name, trademark, or other designation of the Company, including any contraction, abbreviation, or simulation of any of the foregoing. Without the express written approval of the Company, Licensee shall not use any designation of the Company in any promotional activity associated with these Terms and Conditions. Licensee shall not issue any press release or make any public statement in regard to these Terms and Conditions without the prior written approval of the Company.

14. Entire Agreement. These Terms and Conditions constitute the entire agreement between the Company and Licensee. However, the Company reserves the right to modify or change the terms of these Terms and Conditions at any time at its sole discretion. In the event any claim is made by any party relating to any conflict, omission or ambiguity in these Terms and Conditions, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that these Terms and Conditions were prepared by or at the request of a particular party or that party's counsel. The parties agree that these Terms and Conditions constitute an arm's length business transaction and do not create a fiduciary relationship.

15. Attorneys' Fees. In the event that any dispute between the parties should result in litigation, mediation, arbitration or any other legal or resolution proceedings, the prevailing party in that dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses.