



## National Main Street Center

a subsidiary of the  
National Trust *for* Historic Preservation

### **NATIONAL MAIN STREET CENTER, INC. TRADEMARK LICENSE AGREEMENT WITH City of Orlando/Orlando Main Street**

The National Main Street Center's Main Street Coordinating Program Membership is a nationwide network of organizations that oversee local downtown and neighborhood Main Street® programs. The National Main Street Center, Inc. ("NMSC") brings these organizations together for education and training, peer learning and problem solving, sharing ideas and best practices, and resource development. Main Street Coordinating Program Members provide information and feedback to the NMSC on issues and trends in the field, as well as on their individual programs, which NMSC distributes through its communication channels to help strengthen Main Street® programs and preservation-based community development efforts around the country. Main Street Coordinating Program Members also serve as the grassroots conduit for disseminating the principles and practices of NMSC's successful Main Street Four-Point Approach®.

Coordinating Program Members in good standing have access to benefits and resources provided by NMSC. The requirements for Coordinating Program Members to remain in good standing include timely payment in full of annual membership dues, along with the additional membership requirements that are detailed in the National Main Street Center, Inc.'s Coordinating Program Membership Agreement. A Coordinating Program Member in good standing has the opportunity to enter into this licensing agreement, which grants certain authorities to use, and delegate the use of, the Main Street name, brand, and methodology, as described herein.

In executing this licensing agreement, the NMSC and City of Orlando/Orlando Main Street acknowledge that the National Main Street Center, Inc. is a wholly owned subsidiary of the National Trust for Historic Preservation ("National Trust") and the National Trust has granted the NMSC a license to manage the use of all Main Street® trademarks that are the subject of this License Agreement. The National Main Street Center, Inc. ("Licensor") and City of Orlando/Orlando Main Street ("Licensee") (collectively referred to as "the parties") both acknowledge that the National Trust assigned rights to the Main Street® trademarks to the Licensor, and that the Licensor has assumed all rights and obligations to manage and license such marks under this licensing agreement.

#### The parties hereby agree as follows:

##### 1. Grant of License.

A. Subject to the terms and conditions of this Trademark License Agreement ("Agreement"), the NMSC hereby grants City of Orlando/Orlando Main Street this non-exclusive License to use the following Trademarks to identify and promote your program, and the local programs you oversee, as well as your relationship and association with the NMSC:

1. **Main Street®.** For the purposes of this Agreement, the Main Street trademark is defined as:
  - The name "Main Street", and use thereof, to describe or identify an entity, organization, agency program, and/or activities (e.g. "Main Street Iowa"), when

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using the name in the context of commercial district revitalization, education and training.

- The methodology for traditional commercial district revitalization identified as—and defined by—the Main Street Four-Point Approach®, and “Eight Principles” (see attached or visit our website at <http://www.preservationnation.org/main-street/about-main-street/the-approach/> for full description).
- 2. **National Trust for Historic Preservation®.** For the purpose of this Agreement, Licensee is allowed to use the National Trust for Historic Preservation® trademark solely and exclusively to show its association with the NMSC, which is a subsidiary of the National Trust for Historic Preservation, as set forth in this Agreement.
- 3. **National Main Street Center® name and logo.** For the purpose of this Agreement, Licensee is allowed to use the National Main Street Center® name and the following National Main Street Center® logo solely and exclusively to show its association with the National Main Street Center®, as set forth in this Agreement:



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B. As a Main Street Coordinating Program Member, Licensee is encouraged to use the Main Street® trademark, the National Trust For Historic Preservation® trademark, and National Main Street Center® logo. These trademarks and the logo (hereinafter referred to as the “Trademarks”) are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust for Historic Preservation. The NMSC hopes that Main Street Coordinating Program Partners will value the credibility associated with use of these Trademarks, even as the NMSC benefits from association with high-performing Main Street Coordinating Programs.

1. **Limitations on Use.** Use of the Trademarks is limited to the following, unless otherwise agreed to in writing by the NMSC:
  - Use of the name “Main Street” can be incorporated into the name and identity of your agency, organization, program mission, and activities on materials designed to promote the work of your organization (e.g., website, brochures, newsletter, letterhead or other printed promotional materials).
  - Use of the name “National Trust for Historic Preservation®” can be used solely and exclusively to reference Licensee’s association with the National Main Street Center. Any other uses must be approved in advance by the NMSC and/or the National Trust for Historic Preservation in writing.
  - Use of the “National Main Street Center®” logo (optional). When using the “National Main Street Center®” logo, you will follow the specific mark, color, and character usage set forth in the attached Identity Guidelines which are incorporated by reference as if fully set forth herein, and you agree not to develop any different designs for any mark, symbol, logo character, or other element included within the logo, without first obtaining the NMSC’s prior written approval. See Guidelines, Attachment A.
  - Licensee is given the right to sublicense the use of the Main Street Trademark (i.e. “Main Street” name) only to local Main Street programs that have been designated by Licensee and who have active Designated Main Street Community Memberships

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in good standing (all dues paid) with NMSC. A model Sublicense Agreement sample is available upon request. No sub-license may be extended to any Designated Main Street community who is not a member in good standing of NMSC as of January 31, 2014.

- Licensee agrees to not trademark “Main Street,” “National Main Street Center,” or “National Trust for Historic Preservation” in any terms or phrases associated with its program.
  - Other than as specifically provided herein, Licensee is not granted any other rights to use the Trademarks.
- 2 Term.** This agreement will become effective immediately on receipt by NMSC of the agreement signed by both parties and will be effective through September 30, 2014, at which time it may be renewed by mutual agreement of the parties hereto.
- The parties acknowledge that NMSC is in the process of reviewing its Trademark Licensing program and its other marketing tools (including Trademarks and logos included in this Agreement). As a part of this review, NMSC may develop a new Licensing program for the Trademarks that are the subject of this Agreement. The parties hereby acknowledge and agree that this Agreement may be terminated by NMSC before December 31, 2014, in the event that such a new Licensing program (applicable to all Main Street Coordinating Program Members) is developed and launched.
- 3. Conditions.** This agreement between NMSC and Licensee is conditioned upon Licensee having an active Coordinating Program Membership with NMSC. The requirements of this membership are included in the National Main Street Center, Inc.’s Coordinating Program Membership Agreement, which is incorporated herein by reference.
- 4. Acknowledgment of Ownership.** Use of the Trademarks indicates acknowledgment of the NMSC’s and the National Trust’s rights and title to the Trademarks, (i.e. “National Trust for Historic Preservation” and “Main Street”), and that Licensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of NMSC or the National Trust.
- 5. Good will and promotional value.** Use of the Trademarks indicates that Licensee recognizes the value of good will associated with the Licensed Trademarks and agrees that it will not conduct any activity or produce goods which in any way question its ethics or lawful practices, nor will you do anything which damages or reflects adversely upon the NMSC or the National Trust.
- 6. Non-assignment.** This Agreement is personal to the Licensee (agency or organization), and may not be assigned by Licensee to any other individual, program, organization, or agency without the prior written consent of the NMSC.
- 7. Compliance Verification.** It is the responsibility of the Licensee to self-verify compliance with the terms of this agreement. The NMSC will not conduct any verification process, other than receiving annual sub-license usage reports submitted by Licensee as required by the National Main Street Center, Inc.’s Coordinating Program Membership Agreement, unless it has reason to believe that there are serious violations of this agreement. The NMSC reserves the right to make inquiries with Licensee and any local programs as necessary to determine compliance. In such case, the Licensee shall cooperate and provide in a timely fashion any and all information as requested by NMSC.

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**8. Termination.**

- If the Licensee violates any of the conditions listed in this Agreement or fails to satisfy the criteria established by the National Main Street Center, Inc.'s Coordinating Program Membership Agreement, within a reasonable amount of time, as determined in the NMSC's sole discretion, NMSC has the right to terminate this License. Such termination will be effective thirty (30) days after the NMSC sends written notice of such termination to Licensee. During this thirty (30) day period, Licensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.
  - This License will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if, at the sole discretion of the NMSC, it is determined that (a) Licensee's actions could affect the goodwill of the NMSC or the National Trust for Historic Preservation, their image or reputation, or the Licensed Trademark(s), or (b) the Licensee discontinues all or a significant portion of its business.
  - In the event of termination, the Licensee will discontinue use of all Trademarks and logo licensed through this Agreement and will delete any and all electronic Trademarks files and identity documents in the possession of Licensee. The Licensee shall not display the Trademarks on any materials after the thirty (30) day notice of termination period.
- 9. Governing Law.** This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.
- 10. Annual Report, Notices, Other Communication.** Each year, Licensee may be asked to submit samples of any materials on which the trademarks and logos licensed under this agreement were used during the year.
- 11. Notices.** Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by telephone or electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

**To NMSC:**

Patrice Frey, President & CEO  
National Main Street Center, Inc.  
53 W. Jackson, Suite 350  
Chicago, IL 60604  
Phone: (312) 939-5547 x37224  
E-mail: pfrey@savingplaces.org

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**To Licensee:**

City of Orlando  
Orlando Main Street  
400 S. Orange Ave.  
Orlando, FL 32801  
Phone: 407.246.3259

- 12. Successors.** This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.
- 13. Modification.** No amendment or modification of the terms or conditions of this Agreement will be valid unless in writing and signed by both parties.
- 14. Waiver.** The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.
- 15. Severability.** If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.
- 16. Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

**National Main Street Center, Inc.**

**City of Orlando/Orlando Main Street**

By: \_\_\_\_\_  
Patrice Frey, President & CEO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_