



**National Main Street
Center**
a subsidiary of the
National Trust for Historic Preservation

NATIONAL MAIN STREET CENTER, INC. TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement (“License Agreement”) is entered into between the National Main Street Center, Inc. (“NMSC”) and _____ (“Licensee”), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The NMSC operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. The “NMSC” brings these Coordinating Program organizations together for education and training, peer learning and problem solving, sharing ideas and best practices, and resource development. MAIN STREET AMERICA™ Coordinating Program Members provide information and feedback to the NMSC on issues and trends in the MAIN STREET® field, as well as on their individual programs. NMSC distributes this information through its communication channels to help strengthen the effectiveness of work performed by MAIN STREET AMERICA™ members in their preservation-based community development efforts around the country. MAIN STREET AMERICA™ Coordinating Program Members also serve as the grassroots conduit for disseminating the principles and practices of NMSC’s successful Main Street Approach.

B. Coordinating Program Members in good standing have access to benefits and resources provided by the 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 NMSC’s Coordinating Program Membership Agreement, the terms of which are incorporated by reference as if fully set forth herein. A Coordinating Program Member in good standing has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use, and delegate the right to use of, the NMSC’s

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name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described herein.

C. The NMSC’s parent entity, the National Trust for Historic Preservation (“National Trust”), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837
NATIONAL TRUST FOR HISTORIC PRESERVATION	Reg. No. 2,631,873

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below, and any other trademarks owned by the National Trust, or the NMSC, which the NMSC may grant the Licensee permission to use from time to time, are referred to herein as the “Trademarks.”

D. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The NMSC and the Licensee recognize the mutual benefits that accrue from the Licensee’s use of the Trademarks in accordance with the terms and conditions of this License Agreement, including the recognition and credibility brought to the Licensee through its use of these Trademarks and the benefit to the NMSC from association with high-performing Main Street Coordinating Programs.

2. Grant of License.

A. Subject to the terms and conditions of this License Agreement, the NMSC hereby grants the Licensee the non-exclusive right and license to use the Trademarks to identify and promote its program, and its Local Programs (as defined in Section 3.D below), as well as its relationship and association with the NMSC, in connection with the following activities:

- i. **MAIN STREET AMERICA™ word and logo marks.** The Licensee’s right to use, and to delegate use of the MAIN STREET AMERICA™ word mark and the following MAIN

STREET AMERICA logos are limited to use made to identify the Licensee as a member in good standing as a Coordinating Partner Member in the MAIN STREET AMERICA program, and to identify Local Programs, as that term is defined in Section 3.D below, that are members in good standing of the MAIN STREET AMERICA program at the Affiliated and Accredited membership levels:

For Coordinating Program use only:



NAME OF COORDINATING PROGRAM is a Main Street America™ Coordinating Program and (Coordinating Program should insert brief customized promotional language here).

As a Main Street America™ Coordinating Program, NAME OF COORDINATING PROGRAM helps to lead a powerful, grassroots network consisting of over 40 Coordinating Programs and over 1,200 neighborhoods and communities across the country committed to creating high-quality places and to building stronger communities through preservation-based economic development.

For use by Local Programs who are Designated Members at the Accredited or Affiliate Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who

share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.



As a Main Street America Affiliate™, INSERT PROGRAM NAME HERE is part of a national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development.

ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Licensee’s right to use and to delegate use of the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its and its Local Programs’ association with the National Main Street Center:



iii. **MAIN STREET® word mark.** The Licensee’s right to use and to delegate use of the MAIN STREET trademark is limited to use made to identify an entity, organization, agency program, and/or activities, including as part of the name of the Licensee (e.g.

“Main Street Iowa”) or its Local Programs, in connection with commercial district revitalization and related consultation, education, and training.

B. NATIONAL TRUST FOR HISTORIC PRESERVATION® word mark. Subject to the terms and conditions of this License Agreement, the NMSC hereby grants the Licensee, as a NMSC MAIN STREET AMERICA™ Coordinating Program Member in good standing, the non-exclusive right and license to use the NATIONAL TRUST FOR HISTORIC PRESERVATION mark solely and exclusively to indicate its association with the NMSC and to indicate the fact that the NMSC is a subsidiary of the National Trust. Any other uses of the NATIONAL TRUST FOR HISTORIC PRESERVATION mark must be approved in advance by the NMSC and/or the National Trust in writing. The Licensee has no rights to delegate or sublicense the use of the NATIONAL TRUST FOR HISTORIC PRESERVATION mark.

3. Scope of and Limitations on Use. Use of the Trademarks by the Licensee and its Local Programs will be subject to the following limitations:

A. Coordinating Programs must display the MAIN STREET AMERICA Coordinating Program logo on their website. Local Programs must display the appropriate MAIN STREET AMERICA membership mark (Affiliate or Accredited membership level) on their website. All uses of the MAIN STREET AMERICA word mark and logos by Licensee and its Local Programs must follow the specific mark, color, and character usage set forth in the Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Licensee will not, and will cause its Local Programs not to, use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Licensee and its Local Programs is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Licensee’s and its Local Program’s agencies, organizations, program missions, and activities, can be used on materials designed to promote the work of Licensee and its Local Programs (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). Use of the MAIN STREET mark by the Licensee and its Local Programs is an optional benefit of membership in the MAIN STREET AMERICA program.

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C. All uses of the NATIONAL MAIN STREET CENTER logo by Licensee and its Local Programs must follow the specific mark, color, and character usage set forth in the Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Licensee will not, and will cause its Local Programs not to, use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark, without first obtaining the NMSC's prior written approval. Use of the NATIONAL MAIN STREET CENTER logo by Licensee and its Local Programs is an optional benefit of membership in the MAIN STREET AMERICA program.

D. The licenses granted to Licensee in Section 2 includes the right to sublicense the use of the Trademarks (excluding the NATIONAL TRUST FOR HISTORIC PRESERVATION mark, the use of which cannot be delegated or sublicensed) only to Local Programs within the Licensee's service area that have been designated by Licensee and which are an active Designated MAIN STREET AMERICA member in good standing (all dues paid and appropriate eligibility criteria met as described at https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main_Street_America_Tier_System_Overview_-_2019_Update.pdf) at the Affiliate or Accredited membership levels with NMSC ("Local Programs"). All sublicenses will be subject to the terms, conditions, and limitations of this License Agreement. A model Sublicense Agreement will be provided to the Licensee. Use of the model form by Licensee is not mandatory; however use of a sublicense form other than the model form provided by the NMSC must be pre-approved in writing by the NMSC. No sublicense may be extended to any entity or program that is not a current member in good standing of NMSC, unless NMSC otherwise authorizes the sublicense in writing.

E. Licensee will not, and will cause its Local Programs not to, apply to register any of the Trademarks, or any other trademark that incorporates any of the Trademarks or "National Trust for Historic Preservation." Licensee will not, and will cause its Local Programs not to, state or imply that it owns any such trademarks.

F. The Licensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Licensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the NMSC.

G. Other than as specifically provided herein, Licensee is not granted any other rights to use the Trademarks.

4. Term. This License Agreement will become effective immediately on receipt by NMSC of the agreement signed by both parties and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2022, at which time it may be renewed by mutual agreement of the parties hereto.

5. Conditions. This License Agreement between NMSC and Licensee is conditioned upon Licensee having an active MAIN STREET AMERICA 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.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Licensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, MAIN STREET, and NATIONAL TRUST FOR HISTORIC PRESERVATION), 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 the NMSC or the National Trust. All use of the Trademarks by the Licensee and its Local Programs will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Licensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This License Agreement is personal to the Licensee, and may not be assigned by Licensee to any other individual, program, organization, or agency without the prior written consent of the NMSC. Any attempted assignment without the prior written consent of the NMSC will be null and void.

9. Compliance Verification. It is the responsibility of the Licensee to self-verify compliance with the terms of this License Agreement, and to provide complete and accurate sublicense usage reports and copies of executed sublicense agreements to the NMSC. If the NMSC has reason to believe that the Licensee, or its Local Programs, are in violation of this License Agreement or sublicense agreements, the NMSC reserves the right to make inquiries with Licensee and any Local

Programs as necessary to determine compliance. In such case, the Licensee will, and will cause its Local Programs to, cooperate with NMSC in its investigation and provide in a timely fashion any and all information as requested by NMSC.

10. Termination.

A. NMSC may terminate this License Agreement if the Licensee violates any of the provisions of this License Agreement or fails to satisfy the criteria established by the NMSC's Coordinating Program Membership Agreement. 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.

B. This License Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the NMSC determines, in its sole discretion: (i) that Licensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, or any of the Trademarks; (ii) the Licensee discontinues all or a significant portion of its business; or (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sub-license the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Licensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. 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.

12. Annual Report, Notices, Other Communication. Upon request by NMSC, Licensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from NMSC.

13. 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 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) 610.5607
E-mail: pfrey@savingplaces.org

&

Office of General Counsel
National Trust for Historic Preservation
2600 Virginia Ave. NW, Ste. 1100
Washington, DC 20037

To Licensee:

Name:

Title:

Organization:

Address:

City, State Zip:

Phone:

Email:

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. 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 License Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this License 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.

18. Entire Agreement. This License 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. _____

By: _____
Patrice Frey, President & CEO

By: _____

Date: _____

Date: _____