

## **Attachment A**

### **LICENSE AGREEMENT BETWEEN CITY OF DULUTH AND VISIT DULUTH**

Parties to this licensing agreement are the City of Duluth (City), a municipal corporation under the laws of the State of Minnesota, and Duluth Publicity Bureau, Inc. d/b/a Visit Duluth (Licensee), a nonprofit corporation created and existing under the laws of the State of Minnesota.

The parties acknowledge the following:

- A. The City is the rightful owner and controller of the Duluth City Logo (Logo), a replication of which is attached as Exhibit A; and
- B. Licensee desires to use the Logo on products produced by it and its subcontractors for commercial purposes; and
- C. The City is willing to allow Licensee to use the Logo under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. License Granted

The City hereby grants Licensee a non-exclusive license to affix or attach the Logo during the term of this Licensing Agreement to products, including but not limited to mugs, cups, water bottles, beverage tumblers, t-shirts, sweatshirts, hats, pins, and reproductions for sale at wholesale or retail, at its Visit Duluth Visitor Center and Flagship store locations, or to give away products bearing the Logo free of charge to cruise ship passengers, and other tourist or tourism groups which Licensee believes will benefit the tourist/hospitality industry in Duluth; provided, however, that nothing shall prevent the City from using the Logo in any way it sees fit.

2. Limitation

License is granted for the purposes set forth in Paragraph 1 above only and does not grant Licensee any rights to license the Logo to other parties or use the Logo for other purposes.

### 3. Standards for Use of Logo

#### A. Design Standards

All reproductions of the Logo must be accurate reproductions, maintaining the shape, characteristics, colors and proportions of the Logo, and shall not compromise the Logo as an official City symbol.

#### B. Prior Approval

All proofs must be submitted to and approved by the City's Chief Administrative Officer or a designee, indicating the product proposed for production and clearly showing the size, location, and coloring of the Logo on the proposed product. Prior to offering any products to which the Logo is affixed or attached for sale or distribution, either by Licensee or its subcontractor, a representative sample shall be submitted to City's Chief Administrative Officer or designee. Licensee agrees that no product shall be sold or distributed without having received written approval of City's Chief Administrative Officer or designee for each product, and that all products offered for sale or distribution shall be of the same or higher quality than the specific, approved product sample.

### 4. Registration

The City shall apply to register the Logo and, if registration is granted, keep registration current and pay associated costs.

### 5. Use of Profits

Licensee agrees that all profits generated from the sale of products displaying the Logo will be used by Visit Duluth for costs and expenses, including but not limited to printing of visitor guides, brochures, and signage.

### 6. Reports, Books, and Records

Licensee agrees that it and any of its subcontractors using the Logo shall submit to the City an annual financial statement in a form approved by the City's Director of Finance detailing their operations under this agreement. Licensee agrees for itself and its subcontractors that all books and records will be kept in accordance with generally accepted accounting principles and that all books and records of Licensee and its subcontractors, for the period of this agreement and at least two years thereafter, shall be kept at a location designated by Licensee or its subcontractor within the City of Duluth and shall be made available to the City upon reasonable demand for audit. Licensee agrees to be bound by any state law pertaining to the requirements for record keeping and government audit of a business that contracts with the City.

7. Term

The term of this license shall be until December 31<sup>st</sup>, 2023; subject, however, to the right of either party to cancel this agreement and license without cause and upon 60 days written notice to the other party. Upon termination of this agreement, all rights and entitlements in the Logo shall revert to the City absolutely, and the Licensee and its subcontractors shall have no further rights to use the Logo.

8. Licensee's Employees

Any and all employees of Licensee or other persons, while engaged in performance of any services required of Licensee under this Licensing Agreement, shall be employees of Licensee or its subcontractors and shall not be considered employees of the City. Any and all claims which may arise under the Employment Security and Workers' Compensation laws of the State of Minnesota on behalf of said employees or other persons while engaged in services required under this Licensing Agreement shall in no way be the obligation or responsibility of the City.

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

<b>City:</b>	Noah Schuchman Chief Administrative Officer City Hall, Room 418 411 West First Street Duluth, MN 55802
<b>Visit Duluth:</b>	Attn: Daniele Villa Visit Duluth 230 West Superior Street, Suite 150 Duluth, MN 55802

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date of attestation shown below.

**CITY OF DULUTH**

**DULUTH PUBLICITY BUREAU, INC.**

**D/B/A VISIT DULUTH**

By:

By:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Company Representative

Attest:

Its:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title of Representative

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

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

EXHIBIT A

DULTH