



**THE PANAMA CANAL SOCIETY, INC.
CORPORATION NOT-FOR-PROFIT**

Sponsorship, Vendor & Trademark License Agreement

Whereas, the Panama Canal Society, Inc. (PCS) agrees to enter into this agreement (Agreement) with

(Company) for the purpose of:

The company or individual electing to be a sponsor has elected and initialed herein and PCS acknowledging company or individual as such. (See Exhibit B for sponsorship level amount per category)

Diamond Sponsor _____ (Initials)

Titanium Sponsor _____ (Initials)

Platinum Sponsor _____ (Initials)

Gold Sponsor _____ (Initials)

Silver Sponsor _____ (Initials).

Whereas, in the event Company elects to be a Platinum, Gold or Silver Sponsor, such sponsorship shall be governed by terms of this Agreement, excluding the licensing provision hereunder, along with the terms and conditions of Exhibit B, attached hereto and incorporated herein. Furthermore, Company, acknowledges and agrees that PCS has not licensed the logo a top (PCS Logo) thereto and does not have a license/right to use PCS' Logo and is restricted from using such for any purpose, at any time and/or in any form thereof.

Whereas, in the event Company elects to be a Diamond or Titanium Sponsor, such sponsorship shall be governed by this Agreement and Exhibit B. Company acknowledges and agrees that all licensing provisions hereunder or in Exhibit B shall govern its actions in the use of the PCS Logo and it shall also be known as Licensee and PCS, Licensor;

and/or

Providing Company, if initialed herein, retail space to sell its good and/or services, at PCS' annual reunion, subject to the terms and conditions set forth in Exhibit A, Vendor's Information and Application, attached hereto and incorporated herein,

Vendor _____(Initials);

Now, therefore, in consideration of the mutual promises herein contained, it is agreed that:

- 1.** Licensee acknowledges that it may not assert trademark rights in the PCS Logo, or elements or variants thereof, nor will trademark rights and/or Copyrights vest and/or inure to Licensee's benefit from the use of the PCS Logo, or elements or variants thereof, by Licensee.

2. **Grant of License:** The Licensor hereby grants to the Licensee a non-exclusive, non-transferable, non-assignable, paid-up and royalty-free right and license (License) to use the PCS logo (Licensed Mark), as elected hereunder as set forth in Exhibit B's, at the location where Panama Canal Society Reunion is held (Territory).
3. **Payment Terms:** Company, based on its election(s) hereunder, agrees to pay or give PCS the 'Cash Fee', 'Designated Sponsor Fee' /or a 'Donation(s)', if applicable, as set forth in Exhibit B, prior to the beginning of the annual Panama Canal Society reunion, or in the alternative, beginning on and prior to the end of said reunion, provide services, goods and/or gifts (Donations) equal to or greater in value than the Designated Fee to PCS for use during said reunion, provided, however, PCS, in its discretion, reserves the right to accept or reject Donations, if such is not germane to such reunion's objectives, goals or intent (In Kind Service or Goods).
4. **Quality Control:**
 - A) **Prior Approval of Licensee's Art Work:** Licensee, prior to using, incorporating and/or affixing the PCS Logo to and/or in combination with any of its good and/or marketing material, including, but not limited to electronic or print, shall submit a proof or copy thereof (Licensee's Art Work) to Licensor for written approval of such Licensee's Art Work by Licensor.
 - B) The Licensor shall have the right, at all reasonable times, to inspect the Licensee's goods, services and promotional activities employing the PCS Logo to ensure that such use is of proper quality and otherwise consistent with this agreement, and may terminate the license should it determine that the use is inconsistent with this agreement.
5. **Duration and Termination:** This agreement shall terminate upon the Panama Canal Society reunion ceasing/ending in the year of this agreement. Upon termination of this agreement, all rights of the Licensee to use the PCS Logo shall immediately terminate. In the event of a breach of any of the terms and conditions of this License by the Licensee, the Licensor shall give Licensee written notice of such breach. In the event Licensee does not cure such breach within thirty (30) days, Licensor may immediately terminate this License and shall notify the Licensee in writing of such termination.
6. **Assignments and Sub-Licenses:** Neither party may assign any of its rights hereunder without the express written consent of the other party, provided, however, such consent will not be withheld unreasonably, provided however, this License and the rights granted to Licensee hereunder are not assignable or sub-licensable, and any attempt by the Licensee to assign any portion of the License or to grant a sub-license shall be deemed a breach of this agreement and shall be cause for termination.
7. **Validity and Ownership of Mark:** The Licensee agrees that it is prohibited from interfering with Licensor's rights in the PCS Logo, including challenging Licensor's use, registration of, or application to register the PCS Logo, alone or in combination with other words or designs, anywhere in the world. Licensee is further prohibited from attempting to register the PCS Logo, or any confusingly similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark, and from asserting trademark rights in such logo through Licensee's use. Any rights asserted by Licensee in such mark shall vest in Panama Canal Society, Inc., and any goodwill from use of such mark by Licensee shall inure to the benefit of Panama Canal Society, Inc.
8. **Use of Mark:** In addition to the above provisions of this agreement, Licensee shall abide by the following guidelines:

- A) The Licensor considers the PCS Logo to be its trademark and service mark, and holds it out to the public as such.
- B) The Licensee in using the PCS Logo that is or hereafter becomes federally registered shall clearly indicate that the mark is federally registered with the U.S. Patent & Trademark Office and that it is the property of the Panama Canal Society, Inc. Such indication of registration shall be in the form of the "®" ("R in a circle") designation. The Licensee in using the PCS Logo that is not federally registered shall clearly indicate that the mark is the property of the **Panama Canal Society, Inc.** Such indication shall be in the form of the "™" or "SM" designation.

9. Mutual Indemnity: Each party shall indemnify the other party, and its directors, officers, employees, shareholders, partners, agents, and Affiliates against all claims, liability, and expenses (including legal fees) arising from any third party claim or proceeding brought against one party that alleges any negligent act or omission or willful conduct of the other party or its directors, officers, employees, shareholders, partners, agents, or Affiliates.

- A) **Notice of Claim:** A party shall give prompt written Notice to the other party of any claim or potential claim for indemnification under this section.
- B) **Exclusive Remedies:** The rights granted under this section 16 (Indemnification) are the exclusive remedies available under this agreement in connection with the claims and losses that this section addresses.

10. Governing Law: This agreement shall be interpreted and implemented in accordance with the Federal common law as interpreted by the U.S. District Court in a jurisdiction and venue to be determined by Licensor in its sole discretion.

In witness whereof, the parties have caused this document to be duly executed as of the latter of the two dates below.

Company:

PCS:

By: _____

Title: _____

Dated: _____

Entity: _____

Panama Canal Society, Inc.

Address:

**15131 Ogden Loop
 Odessa, FL 33556
 (813) 949-6699**



Exhibit B

PANAMA CANAL SOCIETY SPONSORSHIP PROGRAM FOR 2022-2024 **TERMS AND CONDITIONS:**

The Panama Canal Society (PCS) has a sponsorship program in which our sponsors are recognized for their generous donations. The more a company and/or individual donates, the higher the sponsorships and benefits therefrom. To be designated as a Diamond or Titanium Sponsor, companies and/or individuals can either donate goods, services, both hereinafter known as 'Donations', or individually as 'Donation.' and/or cash (Combined, known as the Designated Sponsor Fee). To be designated as a Platinum, Gold or Silver Sponsor, companies and/or individuals must pay a 'Cash Fee' to be designated as such.

For the purposes hereunder Company and Licensee are interchangeable as is PCS and Licensor. In the event Company is a sponsor at the:

Diamond Level, then for a Designated Sponsor Fee and/or Donation of two thousand dollars or higher (\$2,000 and higher) (Designated Fee), Licensor shall provide the same services to Licensee **as a Titanium Sponsor**, and further grants Licensee, at Licensee's expense, the right to use the Panama Canal Society Logo in connection with its goods for sale;

Titanium Level, then for a Designated Sponsor Fee and/or Donation of one thousand to one thousand nine hundred ninety-nine dollars (\$1,000 – \$1999) (Designated Fee), Licensee shall receive: (1) a full page ad in 4 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; (3) a free vendor table during the reunion; (4) banner recognition near the registration desk at the reunion; (5) written recognition of your Donation(s), if any, in the October Canal Record issue; and (6) PCS grants Licensee, at Licensee's expense, the right to use the Panama Canal Society logo in connection with marketing of Licensee's material (Not on goods for sale);

Platinum Level, then for a Cash Fee of seven hundred fifty to nine hundred ninety-nine dollars (\$750 – \$999), Company shall receive: (1) a full page ad in 3 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; (3) a free vendor table during the reunion; (4) a banner recognition near the registration desk at the reunion; and (5) written recognition of your Donation(s), if any, in the October Canal Record issue.

Gold Level, then for a Cash Fee of five hundred to seven hundred forty nine dollars (\$500 - 749) Company shall receive: (1) a half page ad in 4 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; and (3) written recognition of your Donation(s), if any, in the October Canal Record issue; or

Silver Level, then for a Cash Fee of two hundred to four hundred ninety-nine dollars (\$200-\$499) Company shall receive: (1) a half page ad in 2 issues of the Canal Record, the Society's official publication; (2) a link from your website on our website for one year; and (3) written recognition of your Donation(s), if any, in the October Canal Record issue.

Company, via electronic means and/or postal post, shall deliver the ad to PCS, prior to the date designated by PCS. Also the Canal Record editions are published in the months of March, June, October and December. Each edition of the Canal Record is mailed to over 2,200 members.