

INTELLECTUAL PROPERTY USE AGREEMENT

This Intellectual Property Use Agreement (“Agreement”) is entered by and between Cheerleading Company, Inc., (“Company”), and _____, (“Customer”) (each a “Party,” and, collectively, the “Parties”).

Company is a trusted leader in the cheer industry offering made-to-order cheer uniforms and accessories. As a part of Company’s uniform manufacturing process, Company requires all Customers certify compliance with all applicable copyright, trademark, and related intellectual property laws when submitting artwork, logos, mascots, designs, images, text, photographs, illustrations, characters, brand identities, collegiate, school, athletic, and Greek organization marks, or other materials (collectively “Art”) for reproduction on uniforms and other products produced by Company.

By submitting Art or approving production of uniforms and accessories featuring Art, Customer agrees to the following:

1. Ownership and Authorization.

Customer represents and warrants that:

- (a) Customer owns all intellectual property rights to the submitted Art; or,
- (b) Customer has obtained all necessary licenses, permissions, consents, releases, and authorizations from the rights holder(s) to permit reproduction and use of the Art by Company in the production of the uniforms and accessories featuring the Art.

The rights required for the use of the Art includes, but is not limited, Art protected by trademarks, service marks, copyrights, and common law intellectual property principles. Customer is solely responsible for obtaining any licenses, permissions, consents, releases and authorizations from the rights holder(s) and ensuring submitted Art does not violate any law or third-party rights.

Company will not and shall not be obligated to conduct any searches to confirm or verify Customer has obtained all rights necessary for the use of the Art in the production of the uniforms and accessories. Customer is solely responsible for clearing for use all submitted Art.

Prior to the production of the uniforms and accessories using the Art, Company shall provide Customer with proofs, mockups, or production samples of the uniforms and accessories for approval when available. Customer shall provide written approval of the proofs, mockups, or production samples using the Art, which may occur via email, as authorization for Company to begin production.

COMPANY DISCLAIMS (i) ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT ANY ART SUPPLIED BY CUSTOMER AND USED BY COMPANY IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND (ii) ANY LIABILITY TO CUSTOMER

OR ANY THIRD-PARTY FOR CLAIMS BROUGHT BY ANY THIRD-PARTY BASED ON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS IN THE ART. CUSTOMER RELEASES COMPANY FROM ALL LIABILITY OF ANY KIND ARISING FROM THE USE OF THE ART SUBMITTED BY CUSTOMER.

2. Right to Reject Art.

Company reserves the right to refuse any order containing Art that, in the Company's sole reasonable discretion, may infringe upon the intellectual property rights of a third party or otherwise violate applicable law. Modification of Art, including changes to color, wording, sizing, orientation, or minor design elements, will not necessarily eliminate infringement concerns. Company shall have the right to require Customer to provide reasonable documentation to confirm Customer owns all rights or has obtained all necessary licenses, permissions, consents, releases, and authorizations from the rights holder(s) to permit reproduction and use of the Art by Company in the production of the uniforms and accessories featuring the Art.

3. Independent Relationship.

Subject to the terms and conditions of this Agreement, Customer hereby engages Contractor as an independent contractor to perform the services required for the production of the uniforms and accessories featuring the Art and Contractor hereby accepts such engagement. Company and Customer are independent of one another and neither party, nor each party's employees, will be considered employees of the other party for any purpose. This Agreement does not create an employee, partner, agency, or joint venture relationship between the parties for any purpose and neither party has the authority to bind the other to any third party, except as expressly agreed in writing by the parties.

4. Indemnification.

Customer agrees to indemnify and shall hold harmless (including payment of reasonable attorneys' fees) Company, its corporate affiliates and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with Company's use of the Art under this Agreement, including but not limited to third party claims for infringement (patent, trademark or copyright). Customer's obligation to indemnify will survive the expiration or termination of this Agreement by either party for any reason. In the event of a claim for infringement relating to or arising from the use of the Art, Company shall do the following: (i) promptly inform Customer thereof, and furnishes to Customer a copy of each communication, notice or action relating to the alleged infringement, (ii) give Customer the authority, information and assistance necessary to settle, compromise or litigate such suit or proceeding, and (iii) not settle, or agree to settle, any such suit without the express written permission of Customer. If the Art is held in any such suit to infringe and its use is enjoined, Customer will have the option, at its own expense, to procure the right to continue using the Art to resolve the claim.

5. Modification or Amendment.

No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

6. Entire Understanding.

This Agreement constitutes the entire understanding and agreement of the parties regarding the rights and obligations of the parties with respect to the Art, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7. Unenforceability of Provisions.

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

8. Counterpart Execution.

This Agreement may be signed in counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF the undersigned have executed this Agreement effective as of the last day reflected below.

CUSTOMER:

By: _____

Its: _____

Date: _____

COMPANY:

CHEERLEADING COMPANY, INC.

By: _____

Its: _____

Date: _____