

From:
University of Utah
Trademarks & Licensing

To:
Prospective University of Utah Crafters



Crafter License Agreement

Dear Prospective Crafter,

We are excited about the number of independent crafters who are interested in using the name and trademarks of Utah's flagship institution to create unique, one-of-a-kind products. As members of the PAC-12 Conference, Utah has significantly increased requests to use our marks on handmade items, sparked by creative new ideas and products from talented artisans like you!

Items in this licensing category must be crafted individually by hand, not by machines or through mass production. In the event that you obtain a crafter license based on the terms described herein, please note that this agreement **does not provide you the right to sell products in tailgate lots or on any other campus property, on game day or any other day.**

Should you have any questions related to the crafter license agreement or if you would like to pursue a license, authorizing wholesale of your products to retail outlets, please contact the Trademarks and Licensing Department at (801)-581-6245.

Thank you for your interest, we look forward to supporting your efforts in using University of Utah imagery in your crafting endeavors!

Chase Smith
Trademarks & Licensing Manager
Auxiliary Business Development
University of Utah

Phone: (801) 581-6245 Email: chase.smith@utah.edu Web: trademarks.utah.edu

CRAFTER LICENSE AGREEMENT

This Crafter License Agreement (“Agreement”) is entered into by and shall serve as a legal and binding agreement between The University of Utah, a body politic and corporate of the State of Utah and a public institution of higher education, having its principal campus at Salt Lake City, UT (hereinafter “U OF U”) and _____, an individual, having an **address of** _____ (hereinafter “Licensee”). U OF U and Licensee are sometimes referred to in this Agreement collectively as the “Parties, and individually, as a “Party”.

WHEREAS, U OF U is the owner of certain designations, including designs, trademarks, service marks, logo-graphics, symbols, and other indicia (hereinafter “Licensed Indicia”).

WHEREAS, Licensee desires to use certain of the Licensed Indicia in connection with the sale of certain articles displaying the Licensed Indicia (hereinafter “Licensed Articles”).

WHEREAS, U OF U is willing to authorize Licensee to use certain of the Licensed Indicia in connection with the sale of the Licensed Articles, subject to and in accordance with the provisions of this Agreement.

NOW, therefore, in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. OWNERSHIP OF RIGHTS.

Licensee acknowledges and agrees that The University of Utah is the sole and exclusive owner of all rights, title and interest in and to its Licensed Indicia as shown in Appendix B, as well as any derivatives of the Licensed Indicia. All rights relating thereto are expressly reserved by the U of U.

2. GRANT.

a) U of U hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A and utilizing certain of the Licensed Indicia as agreed with University in Appendix B, and in accordance with the limited terms and conditions herein.

b) Licensee may only sell the Licensed Articles directly to individual consumers. Examples of permitted sales include those conducted through websites, craft shows, flea markets, holiday shows, festivals, gift marts and events organized by non-profit organizations, schools, counties and states.

c) No wholesale sales or sale to any third party retailers are permitted. In certain instances, Licensee may be permitted to sell Licensed Articles to the University Campus Store pursuant to the First Addendum contained herein. Notwithstanding the foregoing, the University Bookstore shall not be obligated to sell the Licensed Articles. Licensee agrees that if a wholesaler or third party retailer approaches Licensee with respect to purchasing Licensed Articles, Licensee shall

license in respect of such sales.

Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University on the products described in Appendix A; it may not use the indicia of any other colleges, universities, conferences, bowl games or the NCAA, or the names and/or likenesses of any third party, in connection with the Licensed Articles.

3. TERM.

This Agreement shall be deemed effective as of the date of the last signature below and shall expire one year later on that date. Agreement may be renewed for additional consecutive yearly periods upon mutual written agreement of the Parties, unless Licensee, during the initial term or any renewal period, distributes and/or sells five hundred (500) or more Licensed Articles or exceeds five thousand dollars (\$5,000.00) in gross sales. In such case, this Agreement may not be renewed and Licensee will instead have the option of obtaining a local licensee agreement from the U OF U's authorized licensing representative, The Collegiate Licensing Company.

4. ANNUAL LICENSING FEES.

An advance-licensing fee of \$100 will be charged by the University on an annual basis for gross sales up to \$1,000 per year. This amount may be adjusted pending the time frame in which a license is issued.

- A ten percent (10%) royalty fee will be required for gross sales ranging between \$1,001 and \$5,000, minus the initial advance-licensing fee of \$100.
 - ▶ Example 1: Total Gross Sales are \$1,234 x .10 (10%) = \$123.40 - \$100 advance-licensing fee = \$23.40 due.
 - ▶ Example 2: Total Gross Sales are \$2,500 x .10 (10%) = \$250 - \$100 advance-licensing fee = \$150 due.

In the event that Licensee's annual gross sales for the Initial Term or Renewal Period, as applicable, exceed \$5,000, Licensee may enter into a 'local licensee' agreement with The Collegiate Licensing Company and pay University a royalty of sixteen percent (16%).

5. APPROVAL OF LICENSED ARTICLES.

The execution of this Agreement shall be considered U OF U's approval for Licensee to sell the Licensed Articles displaying the Licensed Indicia during the term of this Agreement. In the event that Licensee wants to obtain a license for any products not set forth in Appendix A, Licensee shall submit a sample of such product to U OF U for written approval. Licensee agrees to permit the use and sale of Licensed Articles only in a manner that will preserve the integrity and dignity of U OF U, and assures U OF U that the marketing of the Licensed Articles will be of high quality.

- U of U reserves the right to confiscate items not submitted for approval.

6. USE OF NATIVE AMERICAN IMAGERY

U of U prohibits the use of Native American imagery in any Licensed Article with the exception of the “Circle and Feather” Indicia listed in Appendix B.

7. OFFICIAL LABEL

Licensee shall, prior to the distribution or sale of any Licensed Article, affix its name and an official hologram label to each Licensed Article. Official hologram labels are provided to Crafters in 25 label increments.

- 25 hologram labels will be provided at the time a crafters license is issued.
- Additional stickers can be requested when the initial 25 stickers have been used.
- If an amount greater than 25 labels is requested, the request will be evaluated on a case-by-case basis.
- At the end of the licensed period, any hologram labels that were not used in that period will be accounted for as part of the new 25 stickers issued upon renewal.
- If license does not renew at the end of Licensed Period, labels that have not been used must be returned to The University of Utah Licensing office within 30 days of license termination. **PENALTY: A fee of \$10 per label will be charged for any label not returned to The University of Utah by within 30 days of license termination.**

8. OFFICIAL CRAFTERS POSTER

- An Official Crafters Poster must be present when items are being sold.
- Poster is issued upon license agreement and/or renewal. Posters are valid for 1 year after issue date.
- Upon Crafters License renewal, a new Official Crafters Poster must be picked up from The University of Utah Trademarks & Licensing Office.

9. ROYALTY PAYMENTS/REPORTS.

(a) Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Paragraph 3 above, Licensee shall pay to University an annual licensing fee of one hundred dollars (\$100). Within thirty (30) days of the end of the Initial Term and, if applicable, each respective Renewal Period, Licensee shall provide University with a written report of number of Licensed Articles sold and pay to University any additional fees due based on Licensee’s annual gross sales as set out in **Appendix C** and incorporated herein.

In the event that Licensee’s annual gross sales for the Initial Term or Renewal Period, as applicable, exceed \$5,000, Licensee shall pay University a royalty of sixteen percent (16%) of the Gross Sales in excess of \$5,000.

(b) Royalty Reports must be completed and submitted to The University of Utah within 30 days of license renewal or termination. **PENALTY: a fee of \$25 will be charged if royalty report is not submitted to The University of Utah within 30 days.**

10. INDEMNIFICATION

U OF U shall have no liability arising out of Licensee's use of the Licensed Indicia. Licensee hereby agrees to indemnify and hold harmless U OF U, and its trustees, officers, employees and agents, from any and all liability that arises in connection with Licensee's manufacture or sale of the Licensed Articles.

11. SEVERABILITY.

In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal, or unenforceable, had never been contained herein.

12. INTEGRATION.

This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings, or agreements, oral or written, between the Parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the Parties.

13. APPLICABLE LAW.

This Agreement shall be governed by the laws of the state of Utah, without regard to conflicts of laws principles.

By their execution below, the Parties have agreed to all of the terms and conditions of this Agreement.

CONTACT INFORMATION & AGREEMENT AUTHORIZATION

Crafter Licensee	University of Utah
Printed Name & Company:	Printed Name: Chase Smith Trademarks & Licensing Manager
Signature:	Signature:
Date:	Date:
Crafter Mailing Address:	
City & State:	
Zip:	
Phone:	
Email:	
Website (if applicable):	

GOODS AND SALE DESCRIPTIONS

Please list the handcrafted item(s) you intend to produce, along with their corresponding retail price and the places or methods by which you will sell your items.

Handmade Article(s) to be Licensed:

Cost of Item:

\$

Place or method of sale (farmers' market, website, etc.):

FIRST ADDENDUM
Consignment Sales

(Please complete as desired/necessary)

This First Addendum is entered into on _____ (date) by the University of Utah (hereinafter “U of U”) and _____ (hereinafter “Licensee”), and amends the Utah Crafters License Agreement effective _____ (date of signing for current agreement). The First Addendum hereby amends the Utah Crafters License Agreement to include consignment sales according to the following stipulations:

1. In Paragraph 2 (GRANT) shall now read: Consignment Sales

d) U of U hereby grants to Licensee permission to sell the Licensed Articles listed in Appendix A and utilizing certain of the Licensed Indicia, as agreed with University in Appendix B, and in accordance with the limited terms and conditions herein.

e) Licensee may only sell the Licensed Articles directly to individual consumers. Examples of permitted sales include those conducted through websites, craft shows, flea markets, holiday shows, festivals, gift marts, consignment stores and events organized by non-profit organizations, schools, counties and states.

f) No wholesale sales or sale to any third party retailers are permitted. In certain instances, Licensee may be permitted to sell Licensed Articles to other retailers on a consignment basis for resale. Notwithstanding the foregoing, retailers shall not be obligated to sell the Licensed Articles. Licensee agrees that if a wholesaler or third party retailer approaches Licensee with respect to purchasing Licensed Articles, Licensee shall first contact University (attn. Director of Trademark Licensing) to negotiate the appropriate license in respect of such sales.

Licensee acknowledges and agrees that, with the exception of the rights granted herein to use the Licensed Indicia of University on the products described in Appendix A, it may not use the indicia of any other colleges, universities, conferences, bowl games or the NCAA, nor the names and/or likenesses of any third party, in connection with the Licensed Articles.

2. Paragraph 8 (Royalty Payments/Reports) shall now read:

(a) Upon execution of this Agreement, and upon renewal of this Agreement as set forth in Section 3 above (TERM), Licensee shall pay to University an annual licensing fee of one hundred dollars (\$100) or other fee based on projected sales as agreed with University. Within thirty (30) days of the end of the Initial Term and, if applicable, each respective Renewal Period, Licensee shall provide University with a written report of number of Licensed Articles sold and pay to University any additional fees due based on Licensee’s annual gross sales as set out in **Appendix C** and incorporated herein.

In the event that Licensee's annual gross sales for the Initial Term or Renewal Period, as applicable, exceed \$5,000, Licensee may enter into a 'local licensee' agreement with The Collegiate Licensing Company and pay University a royalty of twelve percent (16%) of Gross Sales in excess of \$5,000.

(b) Royalty Reports must be completed and submitted to The University of Utah within 30 days of license renewal or termination. **PENALTY: a fee of \$25 will be charged if royalty report is not submitted to The University of Utah within 30 days.**

APPENDIX B

Official Marks Available for Use (Pages 10-12)

University of Utah

Current Revision Date: 04/27/18

Established: 1850 **Location:** Salt Lake City, UT **Mascot:** Utes
Mascot Name: Swoop **Conference:** Pac-12

Red	Black	Accent Red	Accent Gray	White	Swoop Brown	Swoop Yellow
PANTONE 200 C MADEIRA Rayon: 1147 MADEIRA PolyNeon: 1747	PANTONE Process Black C MADEIRA Rayon: 1000 MADEIRA PolyNeon: 1800	PANTONE 202 C MADEIRA Rayon: 1182 MADEIRA PolyNeon: 1981	PANTONE 430 C MADEIRA Rayon: 1118 MADEIRA PolyNeon: 1918	White MADEIRA Rayon: 1001 MADEIRA PolyNeon: 1801	PANTONE 154 C MADEIRA Rayon: ### MADEIRA PolyNeon: ###	PANTONE 110 C MADEIRA Rayon: ### MADEIRA PolyNeon: ###

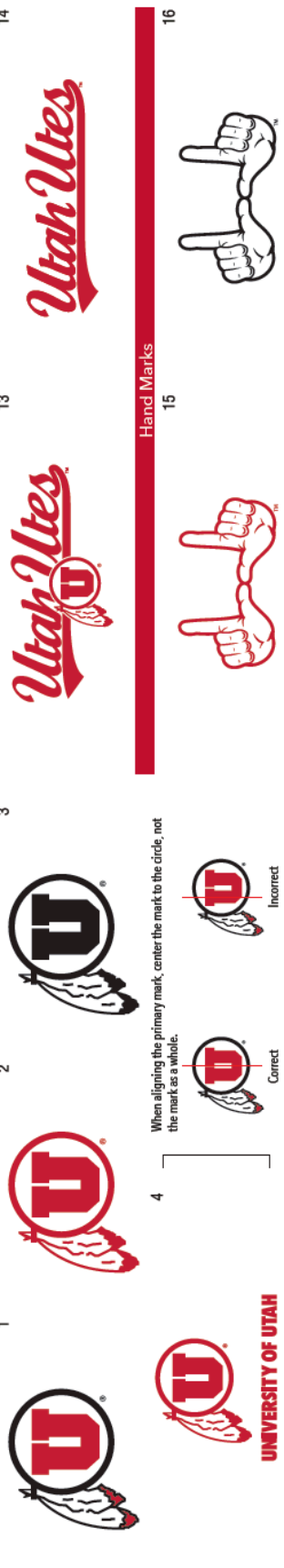
Approved University colors or the "PANTONE" colors listed on this page must be used. The colors on this page are not intended to match PANTONE color standards. For PANTONE color standards, refer to the current editions of the PANTONE color publications. "PANTONE" is a registered trademark of PANTONE, Inc.

Verbiage

University of Utah •
 Utah •
 Utes™
 Swoop™
 Red Rocks™
 U of U™

Utah Man™
 Rice-Eccles Stadium & Tower™
 Runnin' Utes™ (for basketball use only)
 Utah's University™
 Utah Man Am. I™
 Sack Lake City™

Athletics Marks



Hand Marks



Institutional Marks



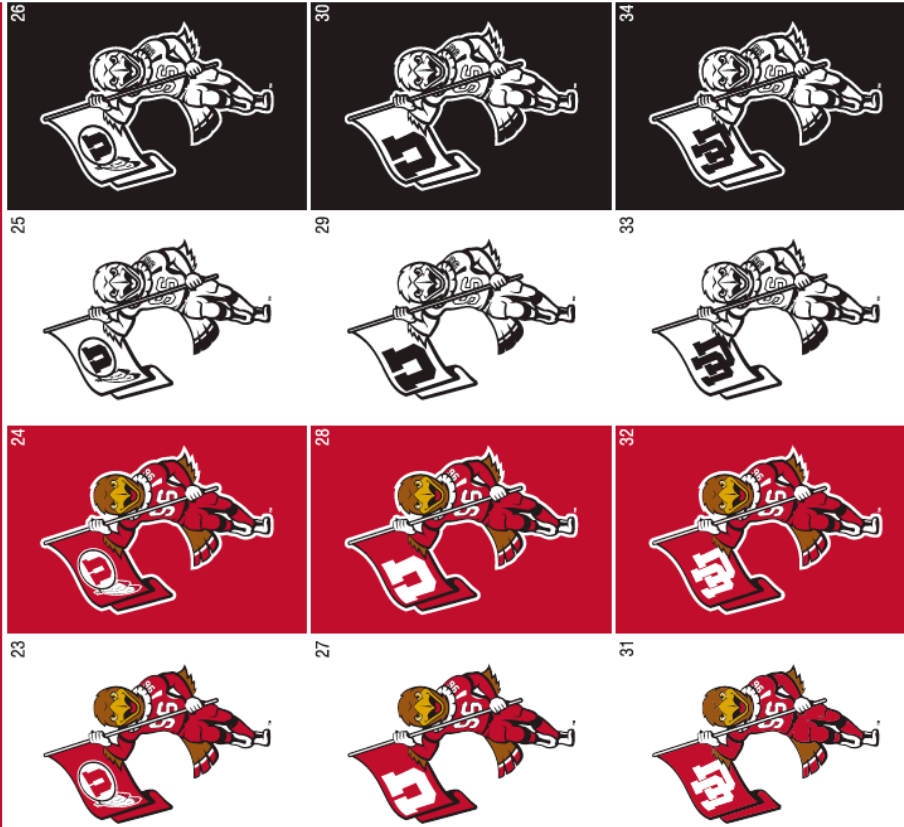
NOTE: The marks of the University of Utah are controlled under a licensing program administered by IMG College Licensing. Any use of these marks will require written approval from IMG College Licensing.

University of Utah

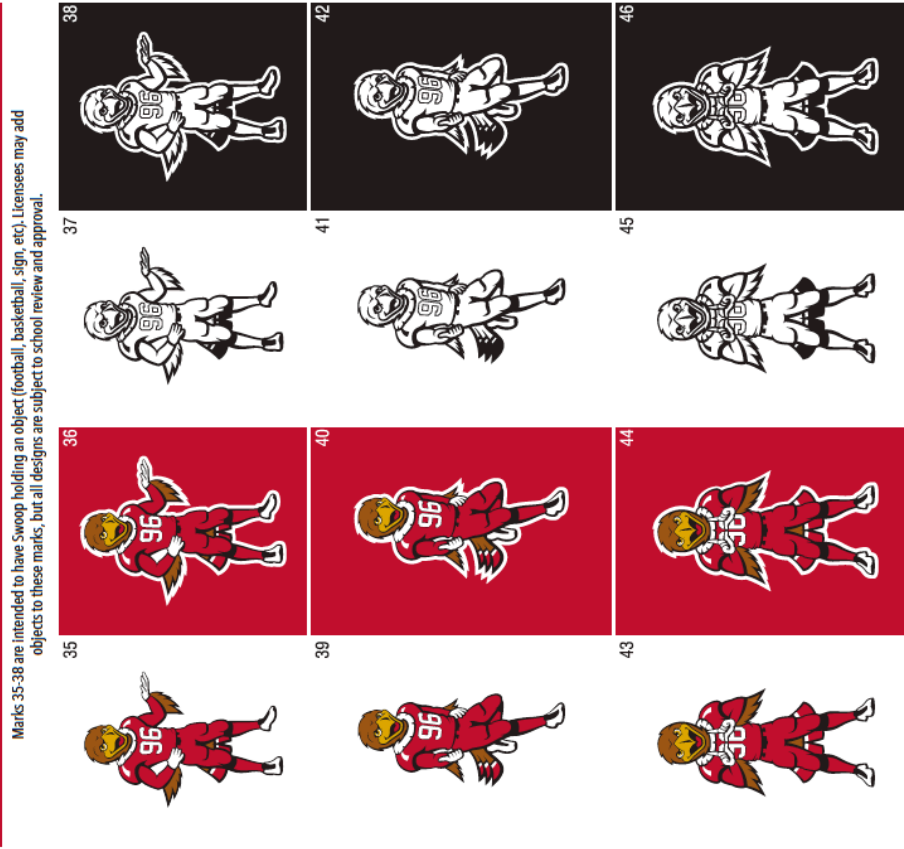
Current Revision Date: 04/27/18



Mascot Marks



Mascot Marks



Marks 35-38 are intended to have Swoop holding an object (football, basketball, sign, etc). Licensees may add objects to these marks, but all designs are subject to school review and approval.

University of Utah

Current Revision Date: 04/27/18



Youth Marks



47

Orange: PANTONE 144 C



48



49



50



51



52



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54



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58



59



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61

ADDITIONAL PERTINENT INFORMATION

- University seal permitted on products for resale (reviewed on a case-by-case basis)
- No alterations or overlaying graphics to seal permitted
- University licenses consumables (must have expiration date on packaging)
- University licenses health and beauty products
- University permits numbers on products for resale
- Mascot caricatures permitted
- Cross licensing with other marks may be permitted with an additional agreement

- No use of current players' name, image, or likeness is permitted on commercial products in violation of NCAA rules and regulations
- No references to alcohol, drugs, or tobacco related products may be used in conjunction with University marks