**National Allball Association Trademark License & Ambassador Agreement**

The Trademark License & Sanctioning Agreement is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Anthony M. Cerbo of the National Allball Association (herein as the NAA) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In the Agreement, the party who is granting the right to use the licensed property will be referred to as Licensor or “NAA”, and the party who is receiving the right to use the licensed property will be referred to as “Licensee”

**GRANT OF LICENSE, Anthony M. Cerbo** owns the National Allball Association logo and name. In accordance with this agreement, **Anthony M. Cerbo** grants \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and exclusive license to use the **Logo and Name**, **Anthony M. Cerbo** retains title and ownership of the Logo and Name. This grant of license applies to the following described property, (websites, ads, banners, handouts, emails, merchandise, etc.)

**QUALITY CONTROL AND APPROVAL,** Licensee understands and agrees that an essential condition of this agreement is the protection of the high reputation enjoyed by Licensor in the Licensed Property, and that is keeping with that condition, and any all use of the Licensed Property in conjunction with the Limited Purpose, including, without limitation, on any Materials, shall be of high and consistent quality and subject to the approval and continuing supervision and control of Licensor. Upon request of Licensor, Licensee shall submit to Licensor, on an annual basis during the term, one example is a photograph or copy of each of its Materials, including on signs, sales materials, and advertising materials bearing the Licensed Property prior to any use thereof by or on behalf of Licensee. Should Licensor fail to notify Licensee in writing of any quality control issues relating to the distribution of such Materials within (30 Days) after receipt of such samples or copies those Materials will be deemed approved by Licensor as of the end of such (30) day period for the immediately succeeding annual period of the Term. The parties shall negotiate in good faith to resolve any quality control issues of which Licensor may notify Licensee.

**DEFAULTS,** If \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ fails to abide by the obligation of this Agreement, including the obligation to make a royalty payment when due, **NAA** shall have the option to cancel this Agreement by providing 10 days written notice to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **NAA** shall have the option of preventing the termination of this Agreement by taking corrective action that cures the default, if such corrective action is taken prior to the end of the time period stated in the previous sentence, and if there are no other defaults during such time period.

**OWNERSHIP OF LICENSED PROPERTY AND PROTECTION OF RIGHTS,** Licensee acknowledges and agrees that Licensor owns all rights, title, and interest in and to the Licensed Property, and Licensee will not challenge in any court of law or in any other manner the validity of the Licensed Property or Licensor’s exclusive ownership of the Licensed Property. Licensee will not attempt to register the Licensed Property, alone or as part of its own service marks, trademarks, or trade names, in the U.S. or with any governmental entity anywhere in the world. Except as expressly authorized by Licensor in writing, Licensee shall not use the Licensed Property or any similar Licensed Property as, or as part of, a trademark, service mark, trade name, fictitious name, company or corporate name, or internet domain anywhere in the world. In connection with its use of the Licensed Property, Licensee will not in any manner represent that it has any ownership right in the Licensed Property, Licensee acknowledges that all use of the Licensed Property by Licensee shall inure to the benefit of Licensee.

**ARBITRATION,** All disputes under this Agreement that cannot be resolved by the parties shall be submitted to arbitration under the rules and regulations of the American Arbitration Association. Either party may invoke this paragraph after providing 30 days written notice to the other party. All costs of arbitration shall be divided equally between the parties. Any award may be enforced by a court of law.

**INDEMNIFICATION,** Licensee is solely responsible for, and will defend, indemnify and hold harmless Licensor, its affiliates, and their respective shareholders, directors, officers, employees, agents, and sponsors, from any and all loss, costs, expenses, including, reasonable attorney’s fees, claims, demands, liabilities, settlements, causes of action or damages, arising out of the marketing sale, or distribution of the Materials. The Licensor shall indemnify the Licensee from claim by a third party that an authorized use of the Licensed Property by Licensee in the U.S. infringes or otherwise violates any copyright, trademark or other proprietary right of a third party.

**NO JOINT VENTURE OR ENDORSEMENT OF LICENSEE.** The relationship between the parties hereto is solely that of licensee and licensor, and nothing herein shall be deemed or construed to create any franchise, joint venture, partnership or any fiduciary relationship other than that of licensee and licensor. Licensee shall have no power to obligate or bind Licensor in any manner whatsoever or to make any contract, warranty, or representation on behalf of Licensor and shall not represent itself to the third parties as having such power.

**TRANSFER OF RIGHTS**, This Agreement shall be binding on any successors of the parties. Neither party shall have the right to assign its interests in this Agreement to any other party, unless the prior written consent of the other party is obtained.

**TERMINATION,** This Agreement may be terminated by either party by providing 30 days written notice to the other party. This Agreement shall terminate automatically 1 year from the date this agreement is signed.

Licensor may immediately terminate this Agreement, or the license granted hereunder, without prejudice to any other rights it may have under the provisions of this Agreement, in law, in equity or otherwise, upon written notice to Licensee at any time if (i) Licensee shall be in breach of any material term or obligation of this Agreement, and fail to cure such breach within thirty days after receipt of written notice from Licensor, (ii) any Materials actually used are of lower quality than the samples approved by Licensor, or (ii) Licensee shall commit any act or shall fail to act in a way that Licensor reasonable believes is likely to harm or adversely affect in a material way, the goodwill, reputation or interests of Licensor in the Licensed Property.

**ALLBALL AMBASSADOR,** As the duly authorized Allball Club Ambassador, in consideration of me being allowed to be sanctioned in any way by the National Allball Association. I agree to abide by and enforce all rules and regulations and decisions of the NAA. I understand that I have primary responsibility to promote safe participation and to direct a safe event. I further understand and agree that the rules, regulations and decisions set forth by the NAA are to be considered minimum standards. Conditions that are special or unusual circumstances may require additional precautions and actions in the interest of safety.

NAA does not supervise the event or the Allball Club Ambassador and compliance regulations, rules, or policies is not guaranteed by the NAA. As such, the NAA is not liable for any injuries or damage caused in whole or in part, directly or indirectly by the actions, errors or omissions of anyone affiliated with or related to the event, including but not limited to the Allball Club Ambassador. Additionally, I must always avoid the destruction/misuse of facilities.

It is hereby agreed that the undersigned, as Allball Club Ambassador and agent for all promoters, sponsors, managers, and any and all entities involved with the production of this event, jointly and severally agrees to defend, to hold harmless and to indemnify the NAA and its officers, directors and agents, from any claims, demands or courses of action arising out of promotion, organization and conduct of the NAA event.

As an Allball Club Ambassador, I will be expected to support, uphold and act in accordance with all NAA policies and procedures. I realize that any failure on my part to meet all requirements outlined in this contract/application may result in penalty fees, my suspension or the suspension of others acting under my direction, and/or prohibition of an activity or event from being sanctioned or insured by the NAA in the future. Insurance coverage may be denied to any Allball Club Ambassador or to any event for any reason.

**FINANCIAL TERMS THAT AN AMBASSADOR WILL RECEIVE:**

**Commission Schedule New Business Memberships:**

15% of sales up to first 500 members

20% of sales from 501-1000

25% of sales from 1001 +

**Commission Schedule Renewal Business Memberships:**

Years 2-5 commission rate 12%

Years 6-10 commission rate 10%

Years 10 + commission rate 8%

**Commission Schedule on Equipment and Uniforms:**

Equipment: 15%

Uniforms: 5%

**Commission Schedule on Insurance:**

20% on All Team Insurance and Renewals

**Commission Schedule for Camps/Training/Clinics:**

50% of profit on All Camps/Training/Clinics

**Commission Schedule for Leagues/Tournaments**:

75% of profit on All Leagues/Tournaments

**CONFIDENTIALITY,** both parties shall keep the specific terms of this Agreement confidential, including the financial terms.

**WAIVER OF CONTRACTUAL RIGHT,** the failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**APPLICABLE LAW,** This Agreement shall be governed by the laws of the State of Arizona.

**SIGNATURES,** This Agreement shall be signed on behalf of the **National Allball Association** by **Anthony M. Cerbo**, and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Licensor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Anthony M. Cerbo
National Allball Association

Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_