NON-EXCLUSIVE TRADEMARK LICENSE AGREEMENT

The Federation of Fly Fishers, Inc. (licensor) has adopted and is using the marks FFF Member, FFF Member & Reel Design, FFF Member & Fish Design, for use by its individual members and member clubs: and ______________________________ (licensee) desires to use the marks:

In consideration of the mutual promises stated below, it is agreed that:

1. Grant of License. The Licensor hereby grants to the licensee a non-exclusive right to use the marks on or in connection with advertising and promoting the goals of the licensor.

2. Term. The term of this license is one (1) year and will be automatically renewed on a yearly basis unless otherwise terminated by either party by a three (3) month written notice sent by registered mail to the address of the other party recorded below, or terminated for cause, in writing by the licensor.

3. Territory of License. The licensee may use the above identified marks only within __________________________________________ (the Territory).

4. Royalty. This license shall be royalty free.

5. Quality Control. The licensee shall only use the licensed marks in connection with products meeting the standards, specifications and qualities established by the licensor. The licensor shall have the right, at all reasonable times, to inspect the licensee's goods employing the marks to determine that they are of the proper quality.

6. Licensor's Title. The licensee acknowledges the validity of the licensor's title to the licensed marks and agrees to not contest said title in any manner whatsoever.

7. Goodwill. The licensee acknowledges the value of the licensor's title in the marks, and any and all goodwill generated by the licensee in the marks inures to the sole benefit of the licensor.

8. Infringement. The licensee agrees to provide any and all assistance necessary to prevent and terminate any infringement of the marks by a third party not entitled to use of the marks. Provided, however, that the cost of any legal action to prevent or terminate infringement is the sole responsibility of the licensor.

9. Indemnification. The licensee agrees to and does hold licensor harmless from any and all liability arising out of licensee's use of the marks of every kind whatsoever.

10. Waiver of Breach. Non-enforcement, by licensor, of any breach of this license by licensee does not constitute a waiver of any provision of this license or of any further breach of the license of any kind whatsoever.
11. **Prevailing Law.** This license shall be construed under the laws of the State of Michigan.

Executed on the day and year indicated below.

**Dated: ________________**

**Licensor**

Federation of Fly Fishers, Inc.

By: __________________________ 
Officer 
5237 U.S. Highway 89 South 
Suite 11 
Livingston, MT 59047

**Dated: ________________**

**Licensee**

____________________________________

By: ______________________________ 
Name: ______________________________ 
Title: ______________________________ 
Address: ___________________________

Please sign, date and then mail to: 
FFF Trademark Agreement 
5237 U.S. Highway 89 South 
Suite 11 
Livingston, MT 59047