

Intercollegiate Tournament License

"CAMPUS ALL-STAR CHALLENGE" AND OTHER TITLES USING THIS FORMAT INTERCOLLEGIATE COMPETITION LICENSE AGREEMENT

AGREEMENT made and entered into on this ____ day of _____, _____, by and between COLLEGE BOWL COMPANY, with principal office at 5950 Canoga Avenue, Suite 260, Woodland Hills, CA 91367-7773 (herein referred to as "Licensor"), and:

(herein referred to as "Licensee")

In consideration of the mutual covenants herein contained, and of other good and valuable consideration, receipt of which is duly mutually acknowledged, the parties hereto have agreed and do hereby agree as follows:

1. Licensor hereby grants to Licensee, and Licensee hereby accepts, a license to utilize the format of the program, concept and materials owned by the College Bowl Company (hereafter referred to as "the Programs"), for use as specified hereunder (hereafter referred to as "the Competition"), subject to and in accordance with the following conditions and restrictions:

Title of the Competition: _____

Date of Competition: _____

Hosting Organization and City: _____

Number of teams for the Competition: ____ Teams
(Each competing team, even from the same school, is considered a separate team).

2. For this Competition, Licensee shall be solely responsible for the acquisition, preparation and use of game questions for the tournament hereunder, and shall hold Licensor harmless for all acts of omission, errors, inaccuracies, etc. Game packets purchased for the Campus Tournament may not be used for this or any other intercollegiate tournament.

3. Licensee acknowledges that Licensor is the sole owner and copyright and service mark proprietor of the format, concept, materials, and title of the Programs and agrees that it will not use or authorize others to use the format, concept, materials or title of the Programs for any purpose or in any connection other than as expressly permitted hereunder.

Notwithstanding the foregoing, Licensee may at no time use any of Licensor's copyrights or service marks without Licensor's written consent.

4. The Licensee shall furnish the Licensor a list of the participating teams and the results of the competition.

Upon request of the Licensee, Licensor will provide mailing labels for potential participant schools at no cost. The Licensor will also provide information about the competition on its www Tournament List at no cost, subject to submission of information from licensee.

5. In consideration of this license, Licensee shall pay to Licensor:

\$1 per participating team. Each competing team, even from the same school, is considered a separate team.

The whole of the license fee is due and payable within ten (10) days of the completion of the Competition.

All payments made by Licensee hereunder shall be paid directly to and in the name of College Bowl Company, 5950 Canoga Avenue, Suite 260, Woodland Hills, CA 91367.

6. Except as herein specifically provided for publicity purposes, Licensee shall not use the names of any of the above-mentioned titles of the Program for any purpose without the prior express approval of the Licensor.

7. The Programs hereunder may not be broadcast on a live or pre-recorded basis, and Licensee shall not make, authorize or permit exhibit, sell or otherwise deal with any recording of the Program(s) on tape, film, or otherwise without the prior written consent of Licensor.

8. Licensee shall not depart from any of the terms, conditions, and restrictions of this Agreement without the prior written consent of Licensor in each instance.

9. This Agreement shall be construed under the Laws of the State of California. This Agreement may not be modified, altered or waived, in whole or in part, except by written instrument executed by both parties. A waiver by either party of any breach or default by the other party may not be construed as a waiver of any other breach or default of such party.

10. Any and all disputes which shall arise under or with respect to this Agreement shall be submitted to a court of competent jurisdiction in the State of California, except that, at the sole discretion of Licensor, Licensor may take such action as it may desire to secure and enforce payment of license fees and to enforce its copyrights, service marks, and other proprietary rights.

11. Should any provision of this Agreement be held to be invalid or unenforceable, same shall not affect the validity or enforceability of the other terms of this Agreement, which shall remain in full force and effect.

12. This Agreement is complete and embraces the entire understanding between the parties, all prior understandings in connection with the subject matter herein contained, either oral or written, having been merged herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the day and year first above written.

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|------------------------|------------|
| LICENSOR: | LICENSEE: |
| COLLEGE BOWL COMPANY | |
| Name: Mary Oberembt | Name: |
| Title: General Manager | Title: |
| Date: | Date: |
| Signature: | Signature: |

License Agreements must be submitted by a faculty or staff member of the host institution. Students may not sign contracts. Please complete all blanks, sign the agreement and mail or fax it to:

Honda Campus All-Star Challenge (College Bowl Company)
5950 Canoga Ave., Suite 260
Woodland Hills, CA 91367

Voice: 800-388-2272 x115

Fax: 206-339-6916