

**Irvine Unified School District
CLUB SPORTS LICENSE AGREEMENT**



This License Agreement (hereinafter “Agreement”) is entered into this _____ day of _____, _____, by and between the Irvine Unified School District (hereinafter “District”) and _____, (hereinafter “Club”) with reference to the following:

WHEREAS:

1. District is a public school District and a political subdivision of the State of California, which conducts various CIF sports programs under its control and supervision for students who attend its schools.
2. Club conducts, administers, and supervises a Club Sports program in which its participants are also students in the District’s schools. The Club Sports program is not recognized by the California Interscholastic Federation and the District does not conduct a similar sports program at any of its schools.
3. Club has provided true and correct copies of its organizational charter, as well as its written rules and procedures, policies and guidelines, including its eligibility requirements, disciplinary rules and Code of Conduct for Athlete Participants to the District for review pursuant to the District’s Administrative Regulation 6145.6 (AR 6145.6) The District has relied upon the documents supplied and representations made to it by the Club in determining that the Club meets the minimum standards by AR 6145.6 in order to grant Club Sport designation.
4. District has created a specially designed symbol, representative of _____ High School, (hereinafter referred to as the “Club Letter”) a true and correct depiction of which is attached hereto and incorporated herein by reference as Exhibit A. Club desires to obtain and District is willing to grant a license for the use of the Club Letter based upon Club’s agreement with the following terms and conditions:

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. District hereby grants a License for the use of the Club Letter, as hereinafter delimited, to Club during the term of this Agreement. The Club Letter is considered the proprietary property of the District, whether or not copyrighted or patented and will be and remain the sole property of the District.
2. In return for the grant of License as provided herein, Club promises and agrees that it will comply with all of its own rules and regulations governing the administration of its activities. Club agrees it acquires no rights or interest in the Club Letter except for its right to award it to participants in accordance with the expressed terms of this Agreement and the Club’s eligibility standards and participation requirements.
3. Club is an independent legal entity and must make this fact clear in its dealings with parents, community members, vendors, customers, and others. Club may not expressly or impliedly hold the District out as a partner, joint venturer, principal, representative or

agent, nor may Club expressly or impliedly state or suggest that Club has the right or power to bind the District or to incur any liability on District's behalf.

4. Club will, prior to participation, obtain from each participant annually, and keep on file, a written agreement, signed by each participant and parent/guardian, containing at least the following notices and provisions:
 - a. The Club Sport is neither a school sponsored activity nor a school sport
 - b. The participant will not receive physical education credit for participation
 - c. There will be no school or District supervision or school or district transportation
 - d. The school will assume no responsibility or liability for the Club Sport, its members, participants, officers or agents
 - e. Provisions whereby a participant's parents may be reached in case of an emergency
 - f. A specific waiver, release and indemnity agreement releasing the school and/or district from any and all liability for injury or damage claims
5. District will have the right during normal working hours to inspect Club's books and records, including participant eligibility files with respect to the Club's award of the Club Letter as provided for herein. If such inspection discloses that Club is not operating in accordance with its policies, rules and/or regulations or the representations provided to the District in writing, District may terminate this Agreement immediately as provided in Paragraph 12 hereof.
6. The term of this Agreement shall commence on the date hereinabove stated and shall continue in full force and effect for one year, unless earlier terminated by either party pursuant to the terms hereof.
7. At the expiration of the initial term of this Agreement, the parties may agree to extend this Agreement for additional term(s) upon the same terms and conditions as set forth herein or such other terms and conditions as they may agree upon in writing.
8. During the term of this Agreement, Club promises and agrees that it will comply with all federal, state, and local laws and regulations pertaining directly or indirectly to the sports activities conducted and/or administered by it and will keep current all licenses, permits, bonds, insurance and deposits made to or required by any governmental agency in connection with the continued operation of its sports program. Club further promises to pay promptly when due all taxes, debts, salaries, etc., that Club incurs in the conduct of its activities.
9. During the term of this Agreement, Club promises and agrees that it will regularly monitor the sports program to ensure all participants meet the eligibility standards and participation requirements stated in the Club's charter or other written documents.
10. During the term of this Agreement, Club promises and agrees it will purchase and maintain a policy or policies of comprehensive public-liability insurance, covering all personnel, and activities on an occurrence basis with a combined single limit for bodily injury, death, or property damage of not less than five million dollars (\$5,000,000). In addition, Club promises and agrees to maintain policies of worker's compensation insurance, disability insurance and any other types of insurance if required by applicable law. Each insurance policy required under this Agreement must contain a provision that the policy cannot be cancelled without ten days written notice to District, it must be

issued by an insurance company of recognized responsibility and designate the District as an additional named insured.

11. Club promises and agrees to indemnify and hold the District harmless from all expenses and liabilities of any kind arising from or in any connected to any activity conducted or administered by it.
12. This Agreement may be terminated in accordance with the following provisions:
 - a. Upon the mutual written consent of the parties.
 - b. By the District upon the occurrence of any of the following events:
 - i. If Club defaults in the performance of any material obligation under this agreement or any other agreement with the District
 - ii. If Club has made any material misrepresentation in connection with the acquisition of this License or to induce District to enter into this Agreement
 - iii. If Club fails to conduct its activities in accordance with its written rules, regulations, policies, and proceduresClub acknowledges that any event of default as specified above, as well as Club's failure to abide by its rules and regulations or failure to require its athletic participants to adhere to its rules, regulations, Code of Conduct, or failure to ensure that its participants meet their written eligibility requirements, shall entitle the District to immediately terminate this Agreement.
 - c. By the Club upon twenty days written notice to B on the condition that Club immediately and permanently cease the use of the Club Letter or any confusingly similar marks.
13. Upon termination of this License, all use of the Club Letter by Club must be discontinued and the License and rights granted under this Agreement shall expire and Club will have no further rights or access to the Club Letter.
14. Club agrees to take all reasonable steps to protect the integrity and reputation of the Club Letter from unauthorized display and/or use.
15. Club specifically acknowledges that the license granted pursuant to this Agreement is limited to the use of the Club Letter as herein set forth and does not grant, convey, or allow Club to use or display any logo, mascot, or other mark associated with the District or any of its schools.
16. The Club Letter may not be sold, assigned, sublicensed or otherwise transferred by Club, in whole or in part, unless otherwise permitted in writing by the District.
Notwithstanding the prohibitions set forth herein, it is expressly agreed between the parties that Club is entitled to award the Club Letter to participants in its sports club activities who meet specific eligibility requirements and who have met the participation requirements as mandated by the Club in its written rules and regulations.
17. The invalidity in whole or in part of any provision of this Agreement will not affect the validity of any of its other provisions.
18. Neither party will assign or subcontract its duties under this Agreement or any interest in it without the other party's prior written consent.
19. The failure of either party to insist on strict performance of any of the provisions of this Agreement or to exercise any right it grants will not be construed as a relinquishment or

future waiver; rather the provision or right will continue in full force and effect. No waiver of any provision or right will be valid unless it is in writing and signed by the party giving it.

- 20. This Agreement will be governed by the laws of the State of California.
- 21. The terms of any agreements or other written materials referred to in this Agreement are incorporated herein and made a part of this Agreement.
- 22. This Agreement, together with all attachments, exhibits, and materials incorporated herein, constitutes the entire Agreement between the parties and supersedes all prior oral and written agreements. Amendments to this Agreement will not be effective unless in writing and signed by the party against whom enforcement of the amendment is sought.

IN WITNESS WHEREOF, the parties have signed this Agreement and warrant that their respective signatory whose signature(s) appears below is duly authorized by all necessary and appropriate action to sign this Agreement.

FOR THE DISTRICT

FOR THE CLUB

By _____

By _____

Title _____

Title _____

Date _____

Date _____