

LICENSE AGREEMENT
NON-COMMERCIAL

This license agreement (“Agreement”) is made on the Effective Date, as defined in the signature block, by Linn-Mar Community School District, an Iowa school corporation (“Licensor”), and the undersigned (“Licensee”).

1. Definitions

1.1 “Trademarks” means the word and logo marks depicted in Exhibit A.

1.2 “Licensed Product” means products bearing the Trademarks.

1.3 “Royalty Rate” means the percentage defined in Exhibit B.

1.4 “Net Sales” means Licensee’s gross invoice amount billed to customers of Licensed Products, less discounts and allowances actually shown on the invoice and, further, less any bona fide returns supported by credit memoranda actually issued to the customers. No other costs incurred in the manufacturing, selling, advertising, and distribution of the Licensed Products shall be deducted nor shall any deduction be allowed for any uncollectible accounts or allowances.

1.5 “Licensed Market” means the types of products that may be marked with the Trademarks, as defined in Exhibit B.

1.6 “Customers” means the people to whom Licensed Products may be sold, as defined in Exhibit B.

1.7 “Term” means the period of time, as defined in Exhibit B, starting from the Effective Date.

2. LICENSE

2.1 Scope of License. Licensor grants to Licensee a non-exclusive license to make, have made and sell Licensed Products in the Licensed Market throughout the world to Customers. Licensee shall not have the right to sub-license beyond the extent necessary to manufacture the Licensed Products. Licensee shall make no other use of the Trademarks.

2.2 Royalty. Licensee shall pay Licensor a royalty equal to the Royalty Rate times Net Sales.

2.3 Code of Conduct. The grant of the license to the Licensee is contingent upon Licensee agreeing to and adhering to the Code of Conduct, attached at Exhibit C.

3. LICENSOR’S CONTROL

3.1 In order to protect and preserve Licensor's rights in the Trademarks, Licensee agrees that (i) prior to the first use of the Trademarks by Licensee, Licensee shall obtain Licensor's approval of all aspects of such use, including quality of the Licensed Product; and (ii) once Licensee's use of the Trademarks is initially approved by Licensor, any subsequent modification in such use, including changes in quality of the Licensed Product, must be reviewed and approved by Licensor prior to implementation of such modification. Licensor may terminate this Agreement if Licensee fails to abide by these quality control provisions.

4. USE OF THE TRADEMARK

4.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use the Trademarks, and Licensee shall only use the Trademarks in a format approved by Licensor.

4.2 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate a superscript TM or a circle enclosing an R, as directed by Licensor.

4.3 Impairment of Licensor's Rights. Whether during or after the term of this Agreement, Licensee shall not challenge or otherwise impair Licensor's rights in the Trademarks. Licensee shall not apply for the registration of, or cause or allow the filing of an application for the registration of, a tradename, trademark or service mark which is identical to or confusingly similar to any of the Trademarks.

4.4 Licensor's Rights and Remedies. Licensee agrees that Licensor retains, and may exercise, all rights and remedies available to Licensor as a result of Licensee's breach of this Agreement, misuse of the Trademarks, or any other use of the Trademarks by Licensee which is not expressly permitted by this Agreement.

5. TERMINATION

5.1 Termination without Cause. Either party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

5.2 Termination for Cause. Notwithstanding the provisions of Section 5.1, this Agreement shall automatically terminate without notice from Licensor if: (i) Licensee violates the Code of Conduct; (ii) Licensee attempts to assign, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee; (iii) Licensee fails to obtain Licensor's approval of Licensee's use of the Trademark in accordance with Section 3 of this Agreement; (iv) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 4 of this Agreement; or (v) Licensee uses the

Trademark in a manner not expressly permitted by this Agreement.

5.3 Effect of Termination. All rights granted by this Agreement, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademarks, except that Licensee may continue to sell off Licensed Products in its inventory for a period of ninety (90) days.

6. REPORTING AND PAYMENTS

6.1 Licensee shall provide Licensor a report within thirty (30) of the end of each Reporting Period, as defined in Exhibit B. The report shall detail the number of Licensed Products sold, the Net Sales of Licensed Products and royalties due. The report shall be accompanied by payment of the royalties due. If no royalties are due, the report shall so state.

7. MISCELLANEOUS

7.1 Indemnification. Licensee agrees to indemnify and hold harmless Licensor and its board, officers, employees and contractors from any and all claims or allegations for damage or injury to persons or property or for loss of life or limb under any product liability, tort liability or similar cause of action arising out of or in connection with (i) its activities or (ii) the use of Licensed Products by third parties.

7.2 Assignment. Except as permitted, Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations without Licensor's prior written consent.

7.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to, and in accordance with, the laws of the State of Iowa. Parties agree that jurisdiction is proper in the courts of Linn County, Iowa.

7.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

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7.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as a waiver of any subsequent breach of the same or other provision of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first set forth above.


Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: LM 8th Grade Girls
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: Head Coach
(Example: Head Coach)

Contact's Printed Name: Kory Borchers

Contact's Signature:  Date Signed: 9-8-21

How to Reach Contact: Phone: 319-321-4146

Email: kory_borchers@yahoo.com

Full Address: 4205 Flagstock Drive
Marion, IA 52302

Licensor:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

Exhibit A



a)



b)



c)



d)



e)



f)

g) Linn-Mar Community School District

h) Linn-Mar Lions

Exhibit B

Non-commercial

Royalty Rate: 0%

Licensed Markets: 1) Nothing prohibited by the Code of Conduct; 2) Licensor approved clothing for members of the group such as uniforms or event T-shirts; and 3) Licensor approved promotional materials for the group

Customers: Members of the group

Term: 5 years

Reporting Period: Annually

CODE OF CONDUCT
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Expected Behavior. License agrees to abide by, and have their members, parents of members, coaches, and supporters abide by the following standards of behavior:

The use of profane or abusive language is not acceptable. Extreme verbal outbursts show a lack of self-control and immaturity; these reflect negatively on the Licensor, Licensee and the individual and should be avoided.

There is an expectation that all individuals representing the Licensor be courteous, mature, cooperative and respectful at all times. Individuals should conduct themselves with the knowledge that they, alone, are responsible for their own actions.

In all situations, competitors are expected to perform to the best of their ability, within the context of specific rules of their competition. Sportsmanship and fair play to teammates, opponents, and officials, should be in the forefront of a competitor's basic philosophy and attitude.

Students should present a neat appearance at all functions with adults using discretion regarding their appearance.

Realizing that academics are the priority of the high school years, students are expected to maintain acceptable standards of academic achievement. It is understood by all that academic responsibilities include attendance, punctuality, cooperation, general good behavior, respect for teachers and fellow students, and a genuine effort on all homework assignments, tests, projects and examinations.

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Licensee: (Non-Commercial)

Full Name of Team/Entity: LINN-MAR VARSITY POMS (FOR POSTER & SENIOR BANNERS)

(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: STUDIO U PHOTOGRAPHY / HEIDI OR TROY EIFFERT

(Example: Head Coach)

Contact's Printed Name: HEIDI EIFFERT

Contact's Signature:  Date Signed: 9/15/21

How to Reach Contact: Phone: 319-471-0101

Email: STUDIOUPHOTO@YAHOO.COM

Full Address: 4000 LARKSPUR DR NE

MARION, IA 52302

Licensors:

Linn-Mar Community School District

2999 N 10th Street, Marion, IA 52302

District Contact: JT Anderson, Chief Financial/Operating Officer

Email: jtanderson@Linnmar.k12.ia.us

Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

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a)



b)



c)



d)



e)



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Please print (except for your signature) and provide all the information requested.

Licensee: (Non-Commercial)

Full Name of Team/Entity: GERALYN JONES
(Example: LM Starz 3rd Gr Girls' BB Team)

Contact's Title/Position: LM SCHOOL BOARD CANDIDATE
(Example: Head Coach)

Contact's Printed Name: GERALYN JONES

Contact's Signature:  Date Signed: 9.11.21

How to Reach Contact: Phone: 219.384.1804

Email: geralyn.partners@gmail.com

Full Address: 2230 CRESTWOOD LN
MARION, IA 52302

Licensors:

Linn-Mar Community School District
2999 N 10th Street, Marion, IA 52302
District Contact: JT Anderson, Chief Financial/Operating Officer
Email: jtanderson@Linnmar.k12.ia.us
Phone: 319-447-3008

Approver's Printed Name & Title: Sondra Nelson, Board President

Approver's Signature: _____ Date: _____

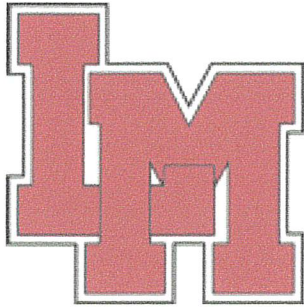
Exhibit A



a)



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Community School District

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Fund Raising Request Form

Completed request forms for the 2021-22 school year are to be submitted to the Business Manager, LRC, according to the following schedule:

Request Due to the LRC	Board Meeting Date	Activity Start Date
1st day of School	1st Sept. Meeting	Day after meeting
Last day before Thanksgiving	December meeting	Day after meeting
Last day before Spring Break	1st April meeting	Day after meeting

Important Note: A Fund Raising Project Summary is **due 6 weeks after the activity ends**. Proceeds should be spent during the year the funds were raised. All groups are required to submit a request for each activity to the Business Manager specifying how all fund raising proceeds are to be spent.

School Name Oak Ridge School Sponsoring Group 8th Grade Team
 Contact Name Erin Vaughn-Murphy Contact Phone 319-730-3675
 Contact E-Mail evaughnmurphy@linnmar.k12.ia.us District Account 21.0445.1900.950.7406.001790

Description of Activity
all information must be provided in order to be approved

Fund Raising Activity T-Shirt Contest
 Activity Date(s) ASAP (Lasts about 2 weeks, then collect \$ once orders go out)
 Estimated Proceeds \$300 - 500 (?) Depends on orders
 Purpose and Use of Funds (MUST BE SPECIFIC) _____
We use these funds to purchase snacks and fun activities to celebrate the end of 8th grade / middle school in May/June.

** I am approving that this request is necessary to provide funds for the purpose described above.*

Building Admin _____
 Signature of Approval [Signature] Date 9.13.21

Office Use Only Business Manager Review: <u>[Signature]</u> Date <u>9-16-21</u> School Board Review/Approval: _____ Date _____	Summary Due Date: _____ _____ _____
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School Finance Report August 31, 2020

17% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$67,375,000			\$1,026,964	\$673,642	\$1,700,606	2.5%		\$65,674,394		
2) Support Services(2000-2999)	\$31,062,500			\$2,158,624	\$1,359,928	\$3,518,552	11.3%		\$27,543,948		
3) Non-Instructional(3000-3999)	\$4,657,000			\$33,478	\$11,167	\$44,645	1.0%		\$4,612,355		
4) Other Expenditures((4000-6100)	\$44,484,045			\$5,971,016	\$982,514	\$6,953,530	15.6%		\$37,530,515		
5) Interfund Transfers	\$7,295,000			\$503,960	\$503,960	\$1,007,920	13.8%		\$6,287,080		
Total	\$154,873,545			\$9,694,041	\$3,531,211	\$13,225,252	8.5%		\$141,648,293		
Operating Fund-10	\$96,404,045	\$11,059,393	\$859,572	\$2,385,332	\$1,084,362	\$3,469,694	3.6%		92,934,351	(2,610,121)	8,449,272
Activity-21	\$1,675,000	\$739,773	\$103,791	\$70,427	\$4,307	\$74,734	4.5%		1,600,266	29,057	768,830
Management-22	\$1,247,000	\$1,997,348	\$558	\$126,386	\$1,098,672	\$1,225,058	98.2%		21,942	(1,224,500)	772,849
PERL-24	\$817,000	\$649,904	\$525	\$28,886	\$0	\$28,886	3.5%		788,114	(28,361)	621,543
SAVE-33	\$9,255,500	\$6,732,383	\$642,311	\$823,669	\$631,342	\$1,455,011	15.7%		7,800,489	(812,700)	5,919,682
Other Capital Projects-31, 32, 35	\$24,000,000	\$13,262,296	\$820	\$5,554,745	\$5,328	\$5,560,073	23.2%		18,439,927	(5,559,253)	7,703,042
PPEL-36	\$4,425,000	\$2,193,252	\$2,567	\$674,372	\$28,172	\$702,543	15.9%		3,722,457	(699,976)	1,493,275
Debt Service-40	\$12,500,000	\$712,711	\$1,008,793	\$0	\$667,851	\$667,851	5.3%		11,832,149	340,942	1,053,653
Nutrition-61	\$4,100,000	\$951,444	\$831	\$26,380	\$11,108	\$37,489	0.9%		4,062,511	(36,658)	914,786
Aquatic Center-65	\$375,000	\$55,071	\$311	\$1,161	\$11	\$1,172	0.3%		373,828	(861)	54,210
Student Store-68	\$75,000	\$13,164	\$4,382	\$2,683	\$59	\$2,741	3.7%		72,259	1,641	14,805
Total	\$154,873,545	\$38,366,738	\$2,624,461	\$9,694,041	\$3,531,211	\$13,225,252	8.5%		141,648,293	(10,600,791)	27,765,948

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2020-2021

Date Range: 08/01/2020 - 08/31/2020

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	12,448,304.74	14,534,399.52	19,430,218.57	7,552,485.69
10.0002.0000.000.0000.101000	CASH IN BANK	5,099.61	5,099.30	5,099.34	5,099.57
10.0008.0000.000.0000.101000	CASH IN BANK	1,038,956.08	1,038,604.44	1,038,604.32	1,038,956.20
21.0001.0000.000.0000.101000	CASH IN BANK	(1,091.52)	10,448.64	10,448.64	(1,091.52)
21.0002.0000.000.0000.101000	CASH IN BANK	772,227.57	1,194,278.24	1,197,529.63	768,976.18
22.0006.0000.000.0000.101000	CASH IN BANK	897,034.35	1,994,315.86	2,118,501.49	772,848.72
24.0001.0000.000.0000.101000	CASH IN BANK	85.76	3,258.69	3,182.45	162.00
24.0003.0000.000.0000.101000	CASH IN BANK	658,991.96	787,763.34	815,370.29	631,385.01
32.0003.0000.000.0000.101000	CASH IN BANK	0.00	5,953,800.67	5,953,800.67	0.00
32.0008.0000.000.0000.101000	CASH IN BANK	6,320,767.43	12,203,390.95	18,157,020.69	367,137.69
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	1,885,000.00	1,885,000.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	944,280.80	944,280.80	944,280.80
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	966,803.12	966,803.12	966,803.12
33.0003.0000.000.0000.101000	CASH IN BANK	2,201,526.21	3,166,404.98	3,349,858.05	2,018,073.14
35.0003.0000.000.0000.101000	CASH IN BANK	0.00	1,145,795.70	1,145,795.70	0.00
35.0008.0000.000.0000.101000	CASH IN BANK	11,097,183.58	11,950,534.00	13,096,284.06	9,951,433.52
36.0003.0000.000.0000.101000	CASH IN BANK	1,319,050.68	3,048,143.99	2,873,919.43	1,493,275.24
40.0003.0000.000.0000.101000	CASH IN BANK	535,455.64	1,198,551.32	679,813.87	1,054,193.09
61.0001.0000.000.0000.101000	CASH IN BANK	226.55	18,780.59	18,850.59	156.55
61.0004.0000.000.0000.101000	CASH IN BANK	1,618,251.25	73,120.35	49,428.62	1,641,942.98
65.0001.0000.000.0000.101000	CASH IN BANK	3,426.42	0.00	0.00	3,426.42
65.0002.0000.000.0000.101000	CASH IN BANK	76,542.10	401.26	1,206.38	75,736.98
68.0002.0000.000.0000.101000	CASH IN BANK	17,487.62	0.00	2,682.52	14,805.10
		<u>42,805,609.95</u>	<u>62,123,175.76</u>	<u>73,743,699.23</u>	<u>31,185,086.48</u>

End of Report

School Finance Report August 31, 2021

17% of the School Year Complete

	Current Budget (amended)	Beginning Fund Balance	Y-T-D Revenue	Exp This Mon	Exp. Last Month	Exp Y-T-D	% Exp (Budget)		Balance (Budget)	Balance (Revenues)	Balance (Fund)
1) Instructional (1000-1999)	\$66,921,000			\$881,165	\$221,022	\$1,102,187	1.6%		\$65,818,813		
2) Support Services(2000-2999)	\$32,850,600			\$1,852,685	\$1,790,618	\$3,643,302	11.1%		\$29,207,298		
3) Non-Instructional(3000-3999)	\$4,351,000			\$88,077	\$20,818	\$108,894	2.5%		\$4,242,106		
4) Other Expenditures((4000-6100)	\$26,160,916			\$32,361,663	\$976,716	\$33,338,379	127.4%		-\$7,177,463		
5) Interfund Transfers	\$7,294,064			\$2,390,393	\$484,613	\$2,875,007	39.4%		\$4,419,057		
Total	\$137,577,580			\$37,573,982	\$3,493,786	\$41,067,769	29.9%		\$96,509,811		
Operating Fund-10	\$97,648,952	\$13,955,156	\$1,010,214	\$2,638,269	\$1,269,913	\$3,908,183	4.0%		93,740,769	(2,897,969)	11,057,187
Activity-21	\$1,521,000	\$727,690	\$145,378	\$34,846	\$16,881	\$51,727	3.4%		1,469,273	93,651	821,342
Management-22	\$1,085,600	\$1,580,999	\$353	\$63,000	\$753,808	\$816,808	75.2%		268,792	(816,455)	764,544
PERL-24	\$391,000	\$279,130	\$220	\$5,906	\$0	\$5,906	1.5%		385,094	(5,686)	273,444
SAVE-33	\$8,297,109	\$6,495,345	\$695,062	\$2,659,504	\$607,079	\$3,266,583	39.4%		5,030,526	(2,571,521)	3,923,825
Other Capital Projects-31, 32, 35	\$1,625,000	\$2,231,057	\$17	\$307,631	\$0	\$307,631	18.9%		1,317,369	(307,614)	1,923,443
PPEL-36	\$9,801,955	\$5,037,518	\$2,814	\$1,588,267	\$154,940	\$1,743,207	17.8%		8,058,748	(1,740,393)	3,297,125
Debt Service-40	\$12,956,964	\$858,214	\$31,119,450	\$30,191,740	\$670,347	\$30,862,087	238.2%		(17,905,123)	257,363	1,115,576
Nutrition-61	\$4,000,000	\$1,457,143	\$456	\$22,876	\$11,232	\$34,109	0.9%		3,965,891	(33,653)	1,423,491
Aquatic Center-65	\$200,000	\$160,705	\$40,990	\$59,970	\$9,460	\$69,431	34.7%		130,569	(28,441)	132,265
Student Store-68	\$50,000	\$29,211	\$3,723	\$1,972	\$125	\$2,097	4.2%		47,903	1,626	30,836
Total	\$137,577,580	\$32,812,169	\$33,018,678	\$37,573,982	\$3,493,786	\$41,067,769	29.9%		96,509,811	(8,049,091)	24,763,078

Linn-Mar Community School District

Cash Balances

Fiscal Year: 2021-2022

Date Range: 08/01/2021 - 08/31/2021

Account Number	Title	Beginning Balance	Increases Debits	Decreases Credits	Cash Balance
10.0001.0000.000.0000.101000	CASH IN BANK	13,721,958.63	3,689,891.10	7,525,860.06	9,885,989.67
10.0002.0000.000.0000.101000	CASH IN BANK	5,106.21	0.89	0.00	5,107.10
10.0008.0000.000.0000.101000	CASH IN BANK	1,041,894.43	265.47	0.00	1,042,159.90
21.0001.0000.000.0000.101000	CASH IN BANK	2,321.93	10,983.43	10,983.43	2,321.93
21.0002.0000.000.0000.101000	CASH IN BANK	709,568.75	960,467.83	875,568.95	794,467.63
22.0006.0000.000.0000.101000	CASH IN BANK	827,311.32	232.92	63,000.00	764,544.24
24.0001.0000.000.0000.101000	CASH IN BANK	0.00	3,324.51	3,324.51	0.00
24.0003.0000.000.0000.101000	CASH IN BANK	318,286.37	423.89	6,168.22	312,542.04
33.0000.0000.000.0000.111010	1.885 REV BOND RESERVE CD	1,885,000.00	0.00	0.00	1,885,000.00
33.0000.0000.000.0000.111012	938,977 RESERVE CD	944,280.80	0.00	944,280.80	0.00
33.0000.0000.000.0000.111013	2013 Reserve CD Ohnward	966,803.12	0.00	966,803.12	0.00
33.0003.0000.000.0000.101000	CASH IN BANK	2,090,373.79	2,606,846.68	2,660,694.91	2,036,525.56
35.0003.0000.000.0000.101000	CASH IN BANK	614,949.20	338,833.54	338,833.54	614,949.20
35.0008.0000.000.0000.101000	CASH IN BANK	2,078,009.10	8.32	338,833.54	1,739,183.88
36.0003.0000.000.0000.101000	CASH IN BANK	5,018,467.07	4,648.69	1,619,585.98	3,403,529.78
40.0003.0000.000.0000.101000	CASH IN BANK	917,094.64	30,146,895.32	29,948,413.56	1,115,576.40
61.0001.0000.000.0000.101000	CASH IN BANK	0.00	18,333.05	18,333.05	0.00
61.0004.0000.000.0000.101000	CASH IN BANK	1,763,802.93	51,986.77	25,774.77	1,790,014.93
65.0001.0000.000.0000.101000	CASH IN BANK	0.00	51,270.29	51,270.29	0.00
65.0002.0000.000.0000.101000	CASH IN BANK	200,321.14	23,821.60	61,046.77	163,095.97
68.0002.0000.000.0000.101000	CASH IN BANK	29,085.88	4,561.65	2,811.04	30,836.49
		33,134,635.31	37,912,795.95	45,461,586.54	25,585,844.72

End of Report