

Public Records Request #6026

The following materials have been gathered in response to public records request #6026. These materials include:

• City of Charlotte Licensing Agreement with the 704 Shop, Inc.

This information was provided as a response to a public records request on 8/27/21 and is current to that date. There is a possibility of more current information and/or documents related to the stated subject matter.

Further Information

For further information about this request or the Citywide Records Program, please contact:

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City of Charlotte Licensing Agreement with the 704 Shop, Inc.

This agreement ("Licensing Agreement"), effective March 25, 2021 (the "Effective Date"), is a binding license agreement between the City of Charlotte ("City") and 704 Shop, Inc. (Licensee) governing use of the City of Charlotte's licensed property.

WHEREAS, the City of Charlotte is the owner of the mark known as the Crown Logo which represents the City of Charlotte and is used among other ways, in the operation of the City, and

WHEREAS, the City of Charlotte is the owner of Graphic Design Work that incorporates the Crown Logo, and

WHEREAS, the City of Charlotte wishes to license the Graphic Design Work to licensee for purpose of the production and sale of apparel and merchandise that depicts the Graphic Design Work.

NOW THEREFORE, the parties agree as follows:

- 1. The parties agree that this Licensing Agreement has been in effect since the Effective Date.
- 2. Licensee shall pay the City 10 percent of net sales from agreed upon merchandised licensed products.
- 3. Licensee shall make its payments at the end of each calendar year.
- 4. The Licensee shall offer a 15% discount on crown-branded merchandise to City of Charlotte employees.
- 5. Licensee shall quarterly report to the City total revenues derived from its sale of apparel and merchandise.
- 6. Licensee must obtain written permission for each category of apparel and merchandise prior to selling such apparel and merchandise.
- 7. The Graphic Design Work shall not be displayed or used in any way that is obscene, violent, negative, disparaging, damaging or which diminishes the goodwill of the City, its partners, businesses or community.
- 8. Licensee may not sublicense the Graphic Design Work to other vendors, retail outlets, merchandising venues, etc.
- 9. Licensee hereby releases, indemnifies, and holds harmless the City from and against any and all suits, actions or claims resulting from Licensee's use, modification or derivation of the Graphic Design Work in accordance with this Licensing Agreement.
- 10. This Licensing Agreement shall expire on _Jan. 1, 2023____

IN WITNESS WHEREOF, the parties hereto have executed this Licensing Agreement on the date and year first above written.

City of Charlotte

Print Stron & HNOUTEN

Title: Director Communication + Malay
Date: 8/26/2

704 Shop, Inc.

Print: Scott Wooten

Title: CEO/President

Date: 8/26/2021