

WORLD SCIENCE FICTION SOCIETY SERVICE MARK LICENSE AGREEMENT

This Agreement (“Agreement”) is entered into as of _____ [Effective Date], between the undersigned convention bidding/operating Committee, hereinafter referred to as the “Licensee,” and Worldcon Intellectual Property, a non-profit California corporation, hereinafter referred to as the “Licensor” In consideration of this Agreement the Licensee, if they also meet the requirements in the World Science Fiction Society (“WSFS”) Constitution, is permitted to use the service marks described herein in the process of being selected to run and, if selected, running a convention as provided in that Constitution.

1. GRANT OF LICENSE

Licensor hereby grants Licensee a non-exclusive, non-transferable, royalty-free limited license to use the service marks “World Science Fiction Society”, “WSFS”, “World Science Fiction Convention”, “Worldcon”, “NASFiC”, “Hugo Award”, “Lodestar Award”, the Hugo Award Logo, and the distinctive design of the Hugo Award Rocket (the “Marks”). The license to use the Marks is limited to such uses as are necessary and traditional for the sole purpose of soliciting (bidding for) a convention sponsored under the WSFS Constitution for the year _____ (the “Event”), and if selected, organizing, promoting, conducting, and commemorating the Event, including, if selected for a World Science Fiction Convention (“Worldcon”), a Hugo Awards ceremony.

2. LICENSEE COMMITTEES

The Licensee is a WSFS convention bidding and/or operating “committee” by which is meant whatever organizational entity is seeking to be selected or has been selected to run a convention under the WSFS Constitution regardless of the type of such entity including, but not limited to, a corporation, partnership, non-profit association, unincorporated association, or other legal entity capable of conducting business in its jurisdiction, including successor organizations to any of these.

3. USE OF MARKS

Except with prior written consent of the Licensor, the Licensee’s use shall conform to the following:

- 3.1 Licensee agrees to use the Marks only in connection with the Event and in a manner conforming to the WSFS Constitution and the Agreement. Licensee shall not use the Marks for any other purpose.
- 3.2 Licensee shall not use “Hugo Award” or any similar mark, such as “Hugo”, with fashion, fashion accessories, clothing, headgear, footwear, eyewear, watches, precious metals and jewelry, articles of luggage, wallets, leather goods, imitation leather goods, perfumery, toiletries and cosmetics, and articles of clothing for animals.
- 3.3 Licensee shall not use the term “Hugo Award” in a manner that distinguishes the word “Hugo” from “Award” including by way of font, color, size, emphasis or otherwise.

4. QUALITY CONTROL

Licensee agrees not to use the Marks in any of the following ways:

- 4.1 In violation of any applicable laws or regulations.
- 4.2 In a deceptive or misleading manner.
- 4.3 In any way that damages the high standards and reputation associated with the Marks.

5. DURATION OF LICENSE

This license shall be effective as of the Effective Date and shall continue until terminated by either party in accordance with the terms of the Agreement. Either party may terminate the Agreement upon written notice to the other party if the other party materially breaches any provision of the Agreement unless such breach is excused by *force majeure*. In addition, the Agreement is terminated if the selection of the Licensee to run the Event is terminated in accordance with the WSFS Constitution. Upon termination, Licensee shall immediately cease all use of the Marks except that Licensee's inventory of items that do not breach the Agreement at the time of termination may continue to be sold or distributed provided they cause no confusion regarding any newly selected Licensee to run the Event.

6. INTELLECTUAL PROPERTY RIGHTS

Licensee acknowledges that Licensor is the sole owner of the Marks and that this Agreement does not grant Licensee any ownership rights in the Marks. Licensee agrees not to challenge the validity or enforceability of the Marks.

7. STATEMENT OF MARK OWNERSHIP ACKNOWLEDGEMENT

Licensee agrees to include in each of its publications the following statement acknowledging Licensor's ownership of the Marks:

“World Science Fiction Society”, “WSFS”, “World Science Fiction Convention”, “Worldcon”, “NASFiC”, “Lodestar Award”, “Hugo Award”, the Hugo Award Logo, and the distinctive design of the Hugo Award Rocket are service marks of Worldcon Intellectual Property, a California non-profit corporation managed by the Mark Protection Committee of the World Science Fiction Society, an unincorporated literary society. You can contact the WSFS Mark Protection Committee at mpc@wsfs.org.

If Licensor adopts a revised version of this statement, Licensee agrees to use the revised version upon notification by Licensor.

8. INDEMNIFICATION

Licensee agrees to indemnify and hold harmless Licensor from and against any claims, damages, liabilities, costs, and expenses arising out of Licensee's use of the Marks.

9. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law principles. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the City and County of San Francisco.

10. ENTIRE AGREEMENT

This Agreement and the Constitution of the World Science Fiction Society together constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior and contemporaneous agreements, whether oral or written, between the parties relating thereto. In case of conflict, the WSFS Constitution shall prevail.

IN WITNESS WHEREOF, the Licensee and Worldcon Intellectual Property have executed this World Science Fiction Society Service Mark License Agreement as of the Effective Date.

Licensee:

By: _____
[print name]

[signature]

Title: _____
[title]

Date: _____

Licensor:

Worldcon Intellectual Property

By: _____
Warren Buff, Chair

Date: _____