

University of Missouri

Licensing and Trademarks
Strategic Communications and Marketing

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201 S. Seventh St.

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August 1, 2023

Please consider this a letter of agreement ("Agreement") for the limited use of certain trademarks owned by of The Curators of University of Missouri ("University"). Subject to the terms and conditions described herein, the University hereby grants City of Columbia ("the City") a limited, revocable, non-exclusive, non-transferable, non-sublicensable, non-commercial license to display or have displayed the University's Oval tiger head trademark (the "Licensed Mark"), as shown on Exhibit A and in accordance with any use terms set forth on accompanying Exhibit A, as center court imagery on the two basketball courts of the City's planned Douglass Park basketball court complex.

The license granted herein is conditioned on: a) the City constructing the complex as substantially as indicated in Exhibit A; b) the City applying and maintaining the Licensed Mark on the court such that the Licensed Mark is not altered in a manner that will dilute or diminish the integrity, reputation, character, goodwill, or dignity of the University or the Licensed Mark; and c) the City maintaining the court and complex in good repair and as a safe environment for public use.



The License Term shall be three years from the date of this letter and shall automatically renew for seven (7) additional one-year periods, subject to University's right to revoke this license at any time. Upon termination or expiration of License Term, the City shall immediately cease use of the Licensed Mark. If the City desires to use the Licensed Mark on any other structures, surfaces, items or projects, then Licensee must obtain a separate written license from the MU Licensing and Trademark Office. The City may not use the Licensed Mark for commercial purposes or in any advertising without written permission from University. Nothing herein shall give the City any right, title, or interest in any trademarks of the University except the limited license specifically stated in this Agreement, and all benefit of any use of the Trademarks shall inure to the benefit of University.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

All obligations of the City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Please indicate the City's acceptance of these terms and conditions by signing the enclosed copy of this letter and returning the signed letter to me for the University's records.

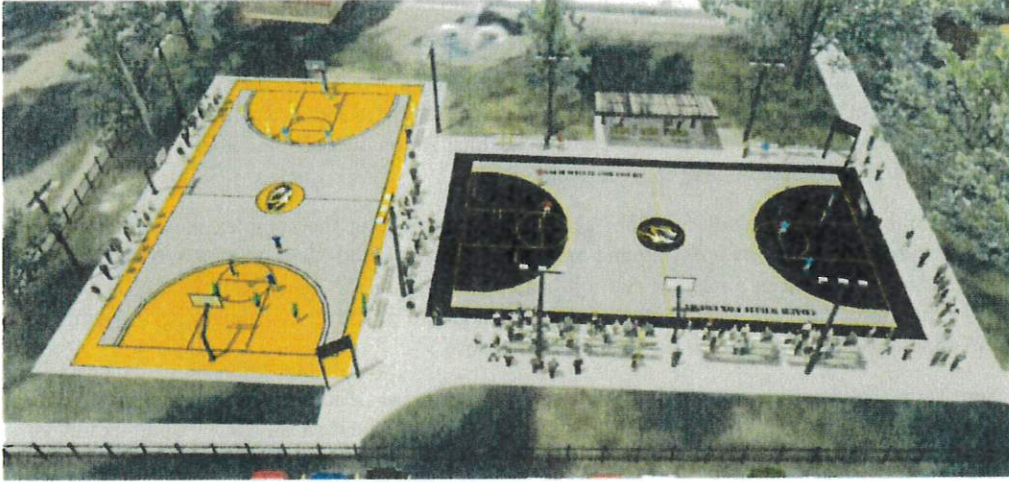
If you have any questions, please do not hesitate to contact our office.

<p>Sincerely,</p>  <p>Sonja Derboven Director of Licensing and Brand Management 9/14/23</p>	<p>The City of Columbia, Missouri</p> <hr/> <p>By: De'Carlton Seewood Title: City Manager Date:</p> 
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Approved as to form:

Nancy Thompson, City Counselor/rw

Exhibit A



DOUGLASS PARK
PROPOSED PARK IMPROVEMENTS
400 NORTH PROVIDENCE ROAD

