

**NEGRO LEAGUE BASEBALL PLAYERS ASSOCIATION (NLBPA)  
LICENSING FACTS & GUIDELINES**

**TRADEMARK PROTECTION**

The name Negro League Baseball Players Association (NLBPA) and all the names, insignias, logos, seals, crests, designs, marks, internet site(s) or other symbols associated with the Negro League Baseball Players Association, are the exclusive property of Negro League Baseball Players Association. All commercial use of these marks is protected and a license for use must be obtained from the NLBPA License Committee.

**NONEXCLUSIVE LICENSE**

The Negro League Baseball Players Association License Committee will grant to qualifying parties a nonexclusive right to use the NLBPA marks on approved licensed articles. The terms and conditions of the license will be contained in a license agreement.

**OBTAINING A LICENSE**

On request and on payment of a **\$100.00 nonrefundable application fee**, an application will be provided to interested persons. A completed application should be submitted to the Licensing Committee for review. Upon approval of the application by the parties, execution of a licensing agreement, and approval of the sample products, the merchandise may be manufactured. If licensing request is approved, the \$100 application fee will be credited towards the first royalty payment.

**QUALITY AND DESIGN APPROVAL**

Licensees are required to provide the NLBPA, free of cost, for its approval, one representative sample of each item to be licensed or, on agreement, a full color picture of the item. All designs to be used on any product must be approved by the NLBPA prior to manufacture.

**INDEMNIFICATION**

Licensees will be required to indemnify the Negro League Baseball Players Association against any damages or expenses arising out of the use of a defective product.

Licensees will be required to have product liability insurance in an appropriate amount throughout the duration of the license agreement, and to provide proof of such coverage.

**ROYALTY PAYMENTS**

Royalties are due quarterly.

<b>QUARTER</b>	<b>PAYMENT DUE</b>
January - March	April 15
April - June	July 15
July - September	October 15
October - December	January 15

Other terms of payment may be specified in the license agreement.

**COMPLIANCE REVIEWS/AUDITS**

The NLBPA reserves its right to review the accounts of licensees pertaining to licenses issued by the NLBPA License Committee and to require an audit.

**FAIR LABOUR PRACTICES**

The Negro League Baseball Players Association does not wish its names and marks to be associated with products produced in conditions where unfair labor practices are routine. It therefore expects that licensees will not manufacture in these conditions and will not imprint products which have been manufactured in these conditions. Licensees are expected to exercise due diligence in avoiding such practices and will be required to disclose their product sources when asked to do so.

**TO REQUEST A NLBPA LICENSING APPLICATION**

Complete the following questions and send to address shown below, along with \$100 application fee. We will prepare a NLBPA License Agreement and product questionnaire for you to complete.

Contact Name: \_\_\_\_\_

Company / Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Brief Product Description: \_\_\_\_\_

\_\_\_\_\_

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Send this completed form with \$100 payable to:

FISHER & WINNER, LLP  
Attn: Charles Winner / NLBPA  
315 N. Charles Street  
Baltimore, MD 21201