



*Oaklawn Banking Center*  
1808 North Dixie Avenue  
Elizabethtown, KY 42701  
**P:** (270) 737-1593  
[www.TheCecilianBank.com](http://www.TheCecilianBank.com)

The Cecilian Bank  
1808 N Dixie Avenue  
Elizabethtown, KY 42701

Elizabethtown Independent Schools  
219 Helm Street  
Elizabethtown, KY 42701

Contract Agreement: Use of Elizabethtown Independent Schools logo on Bank Debit Cards  
This contract (the "Agreement") is entered into as of \_\_\_\_\_ between The Cecilian Bank (hereinafter referred to as the "Bank") and Elizabethtown Independent Schools (hereinafter referred to as the "District"). Collectively referred to as the "Parties."

**1. Purpose:**

The purpose of this Agreement is to establish an arrangement between the Bank and the District for the use of the District's logo on the Bank's debit cards.

**2. Term:**

The term of this Agreement shall commence on \_\_\_\_\_ and shall remain in effect for a period of five years unless terminated earlier in accordance with the provisions outlined in this Agreement.

**3. Grant of License:**

3.1 The District hereby grants the Bank a non-transferable, and non-sublicensable license to use the District's logo for the sole purpose of printing it on the Bank's debit cards.

3.2 The Bank shall have the right to display the District's logo on its marketing materials, website, and other promotional channels solely in connection with the debit card program.

**4. Approval Process:**

4.1 The Bank agrees to provide the District with proofs of the debit card design featuring the District's logo for approval before production.

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Honoring the past and building for the future.*



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4.2 The District shall respond to the Bank's proofs within a reasonable period, not exceeding 15 days, with either approval or reasonable requested modifications.

#### **5. Consideration:**

5.1 In consideration for the use of the District's logo, the Bank agrees to provide the District with \$1.00 per School Spirited Instant Issue Debit Card purchased.

5.2 The payment shall be made to the District within 15 days following the end of each quarter during the term of this Agreement. This excludes Debit Cards reissued at their expiration date.

#### **6. Intellectual Property Rights:**

6.1 The District represents and warrants that it is the lawful owner of the logo and possesses all necessary rights and permissions to grant the Bank the license as specified in this Agreement.

6.2 The Bank agrees not to use the District's logo for any other purpose beyond what is explicitly stated in this Agreement without obtaining prior written consent from the District.

#### **7. Confidentiality:**

The Parties agree to treat any confidential information exchanged during the course of this Agreement as strictly confidential and not disclose it to any third parties without prior written consent.

#### **8. Termination:**

8.1 Either Party may terminate this Agreement upon 30 days' written notice to the other Party in the event of a material breach that remains uncured.

8.2 Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, bankrupt, or ceases its operations.

#### **9. Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Kentucky and/or The United States of America. Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of The Commonwealth of Kentucky and/or The United States of America.

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**10. Entire Agreement:**

This Agreement constitutes the entire understanding between the Bank and the District with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to the use of the District's logo.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**Elizabethtown Independent Schools, Elizabethtown, KY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE CECILIAN BANK, Elizabethtown, KY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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