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registrations and revenue
with the power of
Barbie[™], the #1 doll brand
in the world

Barbie Dance Academy Licensee Agreement

Facility Name and Company Registration Number

Contact Name

Title

Venue Name

Venue Address

City

State

Country

Self-insured by municipality? Yes No

If yes, please provide details

Email

Phone

Fax

Billing Contact

Title

Billing Contact Phone

Billing Contact Email

Purchase order number if required



(Facility Name _____) "the Licensee" is applying for a Dance Academy License associated with the Brand, from AB Studio Licensing Limited ("the Company") who is authorized under a separate license agreement with the Brand Owner Mattel, Inc. (or its subsidiaries or affiliates) ("Mattel"). This license will allow the Licensee to offer the Dance Academy Program ("the Program") at their Venue in _____ as detailed above during the period (the "Term").

LICENSEE OBLIGATIONS: The Licensee agrees it will:

- Implement, use and market the Program at the Venue strictly in accordance with the Company supplied curriculum and marketing templates, including but not limited to the latest versions of the Brand style guides supplied to it by the Company, as well as the Brand Dance Academy logo and related graphics and verbiage. Any use of materials other than as provided in the templates must be approved by the Company in writing at least two (2) weeks prior to their first intended use. All promotional activities relating to the Program must be submitted to the Company for approval at least six (6) weeks prior to implementation.
- Obtain approval from the Company prior to sending any press release which are related to the Program.
- The Licensee will not alter the Program curriculum and/or any references to the Brand or Brand characters contained in the curriculum without obtaining the Company's prior written approval.
- Use all reasonable requirements for professional delivery of the Program.
- Not in any way compromise the reputation or commercial viability of the Brand or Mattel.
- Not offer the Program as part of a package in conjunction with any third party's classes/workshops, whether or not such third party classes/workshops are similar in nature to the Program.
- Not produce any theming or decorations for the Program without the Company's prior written approval.
- Ensure that all teachers involved in the Brand Dance Academy Program (1) are suitably qualified and experienced to teach the Program; (2) will teach the Program in strict accordance with the approved syllabus and any training materials provided by the Company and to the highest standard; and (3) have had criminal record background checks.

Provide criminal record background checks of any teachers or other personnel likely to come in contact with children upon request to the company.

- Maintain comprehensive general liability coverage for bodily injury, property damage and personal injury, from a qualified insurance carrier or equivalent entity acceptable to Company, including broad form contractual liability as well as product liability insurance, and (iii) such other comprehensive insurance covering all usual public and private risks associated with carrying on the Dance Academies at the Venues as is considered necessary by the Company, and which insurance shall cover and indemnify the Licensee and the Company for and against all claims by third parties arising from the holding of the Dance Academies. Coverage shall be on an occurrence rather than a claims made basis. Such coverage shall be no less than the equivalent of Three Million United States Dollars (\$3,000,000) per claim and at least Five Million United States Dollars (\$5,000,000) in the aggregate for personal injury and identical additional amounts for property damage and all policies shall name Mattel and Company as additional insured. If requested by the Company, Licensee shall provide proof of such required insurance being in place at any Venue. The existence of the insurance coverage shall not mitigate, alter or waive the indemnity provisions of this Agreement.



- Obtain or maintain a licence from the relevant performing rights society, together with any other necessary licences, consents, approvals and payment of fees (including without limitation any public performance licences, fees or payments to third parties) due in connection with the public performance, use and any other exploitation of all musical compositions and/or sound recordings used in connection with the Dance Academies at the Venues.
- Not use the Brand in any way to cause it to become generic or misleading or as a means of endorsing the Licensee's Venue or any product, service or organization of any kind.
- Not advertise, promote, package or display materials relating to the Program in connection with any other property, brand, character, celebrity or organization without obtaining the Company's prior written consent.
- Not to offer the Program as part of a package in conjunction with any third party's classes or workshops at the Licensee's Venue (whether such third party's classes or workshops are similar in nature to the Program or not).
- Operate the Program in compliance with all applicable laws, regulations, and local ordinances as well as all voluntary industry standards.
- Operate the Program for a minimum of one year (12 months) at the Venue. After that minimum one year period if the licensee wishes to stop offering the Program the Licensee will notify the Company in writing within ninety (90) days in advance of terminating. After the ninety (90) day period the Licensee must provide proof that it has removed all materials and references to the Program from its website program guide and other marketing materials.
- The Licensee will not allow the Program to be sponsored by any third party nor will it credit any third party in connection with the Program as a "sponsor," "underwriter," "contributor," "presenter" or any other mention without the prior written consent of the Company.
- In no event may the Licensee receive additional revenues with respect to the Brand, other than in connection with enrolling students in the Program, without the Company's prior written approval.
- **TERMINATION:** The Company may terminate this Agreement should any of the following occur: (1) the Company's license agreement with Mattel terminates (and this Agreement is not assigned to Mattel as permitted below); (2) the Licensee is in breach of any of its obligations under this Agreement; and (3) the Licensee ceases to be a suitable venue to host the Program.
- **LICENSEE WARRANTIES:** Licensee warrants that:
 - a. the Venue will remain at all times during the Term, an appropriate venue for hosting the Program and an appropriate venue for children to visit;
 - b. it will comply with all policies, procedures and guidelines communicated to it by the Company relating to the Brand and that it will conform in all respects to the approvals and standards associated with the Program, as communicated to it by the Company and set out in this Agreement.
- **PRINTED MATERIAL:** All printed or other material issued in connection with the Program must bear a notice concerning the copyright and trade mark ownership (as supplied by the Company), Mattel's logo (as provided by the Company) and authorisation as directed from time to time by the Company and shall be approved in writing by the Company.



- CREDITS: Licensee shall credit Mattel and/or such other persons or companies as the Company may require on all programmes, posters, advertising material or other materials produced for or in association with the Program.
- MATTEL ACCESS: Licensee shall provide access to Mattel to allow Mattel (or a nominated representative) to observe the Program and make recommendations to the Company for any changes to the Program which the Licensee shall be required to implement.
- INTELLECTUAL PROPERTY RIGHTS: Licensee acknowledges it shall have no right, title or interest in and to the Brand and/or the Program and the associated logos, all copyrights, trademarks or other proprietary rights in and to the Brand or the Program, the Brand related characters and all underlying rights therein, all of which are owned by Mattel (or a subsidiary or affiliate of Mattel). As between Company and Licensee all materials relating to the Brand which may be created by Licensee for the Program (with Company approval) (collectively, the "Materials") will be owned by Company and to the extent that any such rights are vested or shall vest in the Licensee then those rights are hereby assigned to Company absolutely in perpetuity and with full title guarantee.
- During the Term , Licensee undertakes and agrees that:
 - a. it will only use the Brand for the purposes authorised by this Agreement;
 - b. it will not attack the ownership of Mattel in and to the Brand or any copyright or trademark pertaining thereto;
 - c. it will not use the trademarks associated with the Brand in any way which would allow them to become generic, lose their distinctiveness or become liable to mislead the public;
 - d. it will not harm, misuse or bring into disrepute Mattel but on the contrary, will maintain the value and reputation thereof to the best of its ability; and
 - e. it will not use the trademarks associated with the Brand in combination with any other trademark or service mark without the prior written consent of the Company, or use Mattel's trademarks other than on the terms set out in this Agreement.
- All rights not expressly granted to the Licensee in this Agreement are strictly reserved by the Company/ Mattel.
- NO ASSIGNMENT: The Licensee's rights under this Agreement are strictly personal to the Licensee who shall not, except as expressly permitted by this Agreement, wholly or partially assign, sub-license, delegate, transfer, charge or otherwise dispose of such rights without the Company's prior written consent. The Company may assign this Agreement to Mattel in the event of a termination of its Company's agreement with Mattel and if Mattel requires that assignment.
- Automatic Renewal: This agreement shall be in place from the date of acceptance and countersigning by AB Studio Licensing for a 12 month term. After the initial 12 month term, the term will be automatically renewed for one year periods unless it is terminated by giving 90 day written notice by AB Studio Licensing or by the licensee.



- GOVERNING LAW: THIS AGREEMENT AND THE LEGAL RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE TRIED AND LITIGATED ONLY IN THE COURTS OF THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY, OR IF JURISDICTIONALLY SUFFICIENT, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, AND EACH PARTY HERETO HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS THE PERSON OF SUCH PARTY TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. NOTWITHSTANDING ANY OF THE ABOVE, THE COMPANY SHALL HAVE THE ADDITIONAL RIGHT, AT ITS ABSOLUTE DISCRETION, TO SEEK TO ENFORCE ANY OF ITS RIGHTS UNDER THE AGREEMENT IN ANY JURISDICTION OF THE TERRITORY AND/OR IN ANY JURISDICTION IN WHICH THE LICENSEE DOES BUSINESS.

Signed for and on behalf of

AB Studio Licensing Limited

Acknowledged and Agreed

Licensee Name

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Please send completed application to info@barbiedanceprogram.com
or fax 1-888-505-4608