

**The Dr. Martin Luther King, Jr. Community Center (MLKCC)  
10% Returns Licensing Agreement**

Business Partner: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Email: \_\_\_\_\_

**1. General.** This agreement is made by and between MLKCC, hereinafter called the Licensor, and Business Partner, named above. The Business Partner shall be granted a license to use the MLKCC 10% Returns graphics in promoting products and/or services under a marketing program called "10% Returns," hereafter the "Program."

**2. Purpose.** To raise funds for the MLKCC while encouraging people to buy from local merchants and businesses.

**3. Program Summary.** The Business Partner shall designate one or more products or services for which ten percent (10%) of all gross sales proceeds is donated to the MLKCC. The Business Partner shall have sole discretion regarding what products or services are selected, and the Business Partner can change the selection at any time. The 10% Returns graphic provided by the MLKCC shall be used to designate the product or service offered under this Program, and the Business Partner shall have a license to use the graphic in its advertising and promotional materials, or as a sticker to place on the designated product or service description. The Business Partner can use the graphic to call attention to a particular product in order to generate more sales. It can be placed on more than one product, and it can move from product to product at the discretion of the Business Partner.

**4. Restrictions.** It is understood that no product or service shall be offered under the Program that reflects poorly on the MLKCC, that are of substandard quality, illegal, obscene, or otherwise objectionable to the public. The MLKCC reserves the right to make the sole determination whether or not the product or service is unsuitable for this Program, and the Business Partner agrees to cease inclusion of any product or service identified by the MLKCC and communicated to the Business Partner by any means (telephone, email, letter, etc.). This paragraph does not require prior approval of all products and services under the Program, as it is expected that the Business Partner will exercise good judgement in making selections for the Program. If the Business Partner has any doubt regarding the suitability of the product or service, he or she is encouraged to consult with the MLKCC before its inclusion in the Program.

**5. Payments.** The Business Partner agrees to remit payments under this Program to MLKCC every month. The amount shall be 10% of the gross monthly sales amount for any and all products or services designated during that month to be included in the Program. Supporting

documentation is not required, and providing such is at the sole discretion of the Business Partner. The MLKCC is a 501(c)(3) non-profit organization and all donations under this Program are tax deductible.

**6. Promotion.** The MLKCC will promote this program through its website and via the media, including lists of participating businesses where appropriate. It is expected that as the program becomes established and well known, shoppers will seek out the distinctive 10% Returns graphic, knowing they are helping a great cause with their purchase. This is the classic “win-win” for everyone involved: the participating businesses sell more, the MLKCC gets a steady stream of extra income, and the shopper gets the satisfaction knowing that his or her purchase is supporting the community in a number of meaningful ways.

**7. Term.** Any changes to this agreement must be in writing and signed by both parties. This is a one year agreement and will automatically renew for one-year terms on each anniversary date.

**8. Termination.** This agreement may be terminated by either party if the other party fails to perform under the terms of this agreement. Otherwise, should either party wish to terminate this agreement, written notice of termination shall be given by either party at any time, thirty days before the effective termination date.

**MLKCC**

by: \_\_\_\_\_  
Marilyn Warren  
Executive Director  
Date: \_\_\_\_\_

**Business Partner**

Business name: \_\_\_\_\_

by: \_\_\_\_\_

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

Date: \_\_\_\_\_