



## Championship Trophy License Agreement



1. **ACCEPTANCE OF TROPHY.** Receipt of the EFL trophy constitutes acceptance and binding agreement with the provisions herein. If you choose not to accept the agreement, the EFL trophy must be immediately returned to the EFL Service Division listed at the end of this license agreement.
2. **GRANT OF LICENSE.** The EFL grants to you the right to display the EFL trophy (a.k.a. The Thorpe Trophy) in your home in the location of your choosing for your internal use only in conjunction with the license agreement herein.
3. **COPYRIGHT.** The EFL trophy is owned by The EFL and is protected by United States copyright laws and international treaty provisions. You may not remove the copyright notice from any copy of the trophy or any copy of the written materials, if any, accompanying the EFL trophy.
4. **OTHER RESTRICTIONS.** This EFL License Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not rent or lease the EFL trophy. You may not reverse engineer, decompile or disassemble the EFL trophy except to the extent that such limitation is expressly prohibited by applicable law.
5. **SECURITY.** The EFL trophy is a treasured, highly valued commodity. Security should be commensurate with that value. It is the responsibility of the current licensee of the EFL trophy to ensure adequate security for the EFL Trophy. Security means are subject to the discretion of the licensee; however, the penalties for improper security, resulting in damage or loss of the trophy, are severe and permanent (see penalties section below).

6. **DISPLAY.** The EFL trophy should be prominently displayed in a public location within the current licensee's home. Removal is permitted only under special circumstances, such as an official EFL event (draft, Super Bowl party), mailing of the EFL trophy to the EFL Service Division or subsequent champion, wedding, or birth of a child. The EFL Service Division must be contacted in advance in writing to approve all other uses of the EFL trophy.
7. **TRANSPORTATION.** The current licensed holder of the EFL trophy is responsible for all costs associated with transferal of the EFL trophy to the EFL Service Division or subsequent champion. The EFL trophy is transferred in the official EFL mailing box. This box shall be kept in a secure, accessible location within the licensee's house for use in mailing the EFL trophy upon the next change in EFL championship. Proper packing material (i.e. last week's sports section) should be provided to ensure its safe delivery.
8. **CHANGE IN CHAMPION.** Upon notification (on-line, mailer, E-mail, telephone call, etc.) of a change in the official EFL champion, the current licensee of the EFL trophy must ensure safe delivery of the EFL trophy to the EFL Service Division or the subsequent champion ***prior to*** the occurrence of the National Football League Super Bowl. It is preferred that this be done sufficiently in advance to allow the EFL service division the opportunity to inscribe the new EFL championship information on the EFL trophy.
9. **NON-TRANSFERABLE.** The EFL trophy is non-transferable. It cannot be given to or displayed by any individual who is not an EFL Franchise Owner without the express permission of the EFL Owners.
10. **EFL FRANCHISE OWNERS.** The current roster of EFL Franchise Owners is maintained by the EFL Service Division. See contact information below.
11. **CARE.** The EFL trophy is delicate and valuable. Care for the trophy should, at a minimum, include: 1). Storage in a location where it is unlikely to be subject to routine handling, abuse by children, chewing on by vermin, 2). Routine (at least annually) dusting, 3). Regular exposure to light to ensure proper fading, 4). Protection from cleaning materials 5). Avoidance of storage in locations likely to accumulate grease, oil, and or bugs (i.e. the garage).
12. **PENALTIES.** Failure to follow the terms of this licensing agreement shall constitute breach of contract. Penalties are severe and permanent and at the discretion of the EFL ownership under the terms of the league bylaws. Penalties can include: 1). Forfeiture of EFL trophy licensee rights. 2). Restitution 3). Expulsion from the league and, the most severe penalty, 4). Loss of points. The licensee shall forfeit all appeal rights related to the EFL trophy upon failure to comply with the terms of this licensing agreement.

13. **REPAIR.** The EFL Service Division shall be responsible for identifying an authorized repair facility for the EFL trophy. Upon discovery of damage, the EFL trophy should be immediately returned to the EFL Service Division for a damage estimate and repair bid.
14. **NO WARRANTY.** ANY USE BY YOU OF THE EFL TROPHY IS AT YOUR OWN RISK. THE EFL TROPHY IS PROVIDED FOR USE ONLY THROUGH THE EFL. THE EFL TROPHY IS PROVIDED FOR USE "AS IS" WITHOUT PERFORMANCE WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE EFL AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. THE EFL IS NOT OBLIGATED TO PROVIDE ANY PHYSICAL UPDATES TO THE EFL TROPHY OTHER THAN CONTINUED DOCUMENTATION OF LEAGUE WINNERS.
15. **LIMITATION OF LIABILITY.** THE EFL'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL NOT EXCEED TEN CENTS (US \$0.10).
16. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** To the maximum extent permitted by applicable law, in no event shall the EFL or its suppliers be liable for any damages whatsoever (including, without limitation, incidental, direct, indirect special and consequential damages, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use the EFL trophy, even if the EFL has been advised of the possibility of such damages. Because some states/countries do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
17. **LAWS.** If you acquired this product in the United States, this Agreement is governed by the laws of the EFL.
18. **CONTACTS.** Should you have any questions concerning this Agreement, or if you desire to contact the EFL for any reason, please contact your local EFL subsidiary or write: The EFL Service Division, 8964 E. Stoneyfield Dr., Dexter, MI 48130.

