

# Terms of Use & Licensing Agreement

Effective Date: 01/01/2025

## Terms of Designs and Artwork Use

Welcome to Spectator Sport! By accessing or purchasing our custom template designs through HighSchoolBlanket, you agree to the following terms and conditions. These terms are designed to protect our intellectual property and ensure fair use of our designs.

### 1. Ownership & Intellectual Property

All designs, templates, and artwork displayed or sold by Spectator Sport through HighSchoolBlanket are the exclusive property of HighSchoolBlankets.com and Spectator Sport. Any unauthorized use, reproduction, or distribution is strictly prohibited.

### 2. Permitted Use

Customers who purchase a blanket or product are granted a non-exclusive, non-transferable license to use the design for personal or institutional purposes. This means:

- Schools, teams, and organizations may customize the template with their own logos.
- The design can be used for our approved merchandise, marketing materials, or internal use.
- The design may be printed on our physical products such as blankets, apparel, or banners.

### 3. Prohibited Use

You may not:

- Resell, redistribute, or sublicense our templates or designs in any form.
- Share, copy, or distribute the digital files to third parties.
- Modify and claim the design as your own.
- Use our designs to create competing products or offer them for commercial resale.

- **X** Use our designs with any other business for production of additional blankets, apparel, or merchandise.

If we discover that our designs have been copied, altered, or resold without permission, we reserve the right to take legal action.

#### **4. Copyright Protection & Enforcement**

All templates and designs are protected under U.S. copyright law. Unauthorized reproduction or commercial use of our designs without written permission is subject to copyright infringement penalties. If you suspect a violation of these terms, please report it using the contact form on our website.

#### **5. Agreement Acceptance**

By purchasing or using any design, products, or apparel from Spectator Sport or HighSchoolBlankets, you acknowledge that you have read and agreed to these terms.

### **Terms of Sale of Goods**

#### **Sale of Goods**

This signed order form constitutes a binding agreement (“Agreement”) between Spectator Blankets II, LLC (“Seller”) and the above-referenced school or organization (“Buyer”). The Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the above-referenced goods (“Goods”) at the above-referenced quantities and prices. Buyer shall pay all taxes, shipping costs, and other third-party expenses (if any) in connection with this Agreement.

#### **Authority**

Each person executing this Agreement represents and warrants that they have been duly authorized to execute and deliver this Agreement in the capacity of the above-referenced school or organization for which they sign.

#### **Order and Payment**

Upon Buyer’s execution of this Agreement, Seller immediately begins designing and producing samples of the Goods and incurs material costs. Accordingly, all sales are final and non-refundable. Payment is due in accordance with the payment option selected by Buyer. If Buyer does not pay within ten (10) days, they shall incur a 5% delinquency charge.

#### **Use of Trademarks and Product Display**

We may showcase products created for a buyer's organization, school, or business, including their logos or trademarks. These products will be displayed on our website, emails, or advertising. All featured logos and trademarks remain the property of their respective owners and are used with permission upon signing the order form. The use of these trademarks does not imply any affiliation, endorsement, or sponsorship by the trademark holder. The organization, school, or business retains all rights to their logos and trademarks.

## **Graphic Authorization and Resale Rights**

By signing the Graphic Authorization Form, the customer grants Spectator Blanket, HighSchoolBlanket, and Spectator Sport permission to reproduce the approved artwork exclusively for the specified order. Unless otherwise agreed to in writing, any unclaimed overruns or excess inventory bearing the approved design may be resold, donated, or repurposed by Spectator Blanket after 90 days of non-collection. If the artwork includes copyrighted or trademarked material, the customer affirms that they have the authority to grant Spectator Blanket resale rights as described above.

## **Disclaimer of Warranty; Due Diligence**

Goods are sold "as is," and Seller disclaims all warranties of quality, whether express or implied, including warranties of merchantability and fitness for a particular purpose. Buyer acknowledges that they have conducted their own investigations and that Seller has provided the opportunity for full examinations and inspections.

## **Limitation of Actions**

No action arising from this agreement may be commenced against Seller more than 12 months after the basis for such a claim could reasonably have been discovered.

## **Limitation of Liability**

Seller is not liable for any indirect, special, consequential, or punitive damages resulting from this Agreement. Seller's liability is limited to the price Buyer paid for the specific goods giving rise to the claim.

## **Recovery of Expenses**

In any legal proceedings, the prevailing party is entitled to recover expenses, including attorneys' fees.

## **Delivery, Delay, and Risk of Loss**

Seller does not guarantee any delivery date and is not responsible for delays, including material shortages, customs delays, or any unforeseen causes. Buyer cannot cancel the Agreement due to delays or partial shipments.

## **Governing Law and Forum**

The laws of the State of Utah govern this Agreement. Both parties consent to the exclusive jurisdiction of Utah courts located in Salt Lake County for legal actions arising from this Agreement.

## **Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter. Any amendments must be in writing and signed by both parties.

## **Additional Information**

Spectator Blanket manufactures each wholesale order specific to customer-authorized design specifications. Although we collaborate with non-profits and educational institutions for fundraising, we are not a professional fundraising company. Any fundraising activities are the sole responsibility of the customer.

For questions regarding licensing or special permissions, please contact us at:  
**Email:** [orders@HighSchoolBlankets.com](mailto:orders@HighSchoolBlankets.com)