


CITY COMMISSION POLICY

GRAND RAPIDS  MICHIGAN	NUMBER: 200-06	HISTORY
	DATE: 3/28/2017	FILE # DATE
	FILE NUMBER: 86605	
	DEPARTMENT: ATTORNEY'S	

SUBJECT: Third-Party Use of City Logo

PURPOSE: To provide procedures and guidelines for the use of the City's logo by third parties in order to facilitate appropriate use of the logo and to foster civic pride while preserving the City's trademark

POLICY:

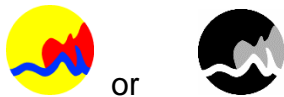
A. OVERVIEW

The City wishes to, under certain conditions, license the use of the City Logo for the purpose of fostering civic pride, controlling the quality of goods produced with the City Logo, increasing tourism, and protecting the City's trademark. The City wishes to protect its valuable property rights inherent in the City Logo by governing its limited use by third parties in a professional, consistent manner.

The City Logo is a trademark of the City of Grand Rapids and represents the City's distinctive brand and reputation in municipal governance and public services.

B. CITY LOGO

The City Logo is defined as:



The City holds a trademark to this image designated as U.S. Serial No. 73398355; U.S. Registration No. 1331345.

C. LICENSING

The City Manager shall administer this policy and may make procedures from time to time in order to facilitate appropriate use of the City Logo. The City Manager is authorized to enter into a license agreement with a third party for

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use of the City Logo in a form approved by the City Attorney. The City Manager may from time to time develop licensing approval procedures and proposal forms for such use.

1. Procedure:

- a. A person wishing to use the City Logo shall submit a proposal form to the City Clerk.
- b. The City Manager and the City Attorney shall review the proposal to determine whether the proposed use is consistent with the City's distinctive brand and reputation. The City Manager and the City Attorney shall either accept or reject the use and there shall be no appeal from this decision. The City Manager shall inform the person of the decision in writing.
- c. If the City Manager and City Attorney accept the use, the person shall then be required to submit a representative sample to the City Clerk. The City Clerk will forward the sample to the City Manager and City Attorney. The City Manager and City Attorney will perform a quality control inspection to ensure the quality of products bearing the City Logo is consistent and predictable. The City Manager and City Attorney will also determine whether the use of the City Logo on the sample is substantially the same as what was shown in concept in the proposal.
- d. Upon approval by the City Manager and the City Attorney, the City Clerk will issue a copy of a Standard License Agreement (see paragraph C.2). The person will return a partially executed license agreement and the license consideration to the City Attorney. The City Attorney will route the partially executed license agreement for appropriate signatures.
- e. The City Manager will from time to time establish a reasonable rate of license consideration.
- f. The City Clerk will return a fully executed copy of the license agreement to the person.
- g. The City shall not deposit the license consideration until it has fully executed the agreement.

2. Standard License Agreement

The license shall be in a form substantially as attached hereto and in a form approved by the City Attorney.

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of [Insert current day] (the “Effective Date”) by and between The City of Grand Rapids, a Michigan municipal corporation (“Licensor”), and [Insert Party Name] (“Licensee”).

WHEREAS, Licensor has adopted, has registered with the United States Patent and Trademark Office and is using the trademarked City Logo, federally registered as U.S. Serial No. 73398355 and U.S. Registration No. 1331345 (“Trademark”) throughout the world.

WHEREAS, Licensee desires to use the Trademark in connection with certain goods and has proposed specifically to use the Trademark in connection with said goods as described in Exhibit A (“Merchandise”);

WHEREAS, Licensee desires to use the Trademark in connection with Licensee’s Merchandise to produce certain goods and show civic pride throughout the world (“Territory”); and

WHEREAS, Licensor, subject to the terms and conditions set forth in this Agreement, is willing to permit Licensee to use the Trademark in connection with the Merchandise for the mutual benefit of Licensor and Licensee.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants set forth below, the license amount of fifty dollars (\$50.00), and the benefit to the City of fostering civic pride, controlling the quality of goods produced with the Trademark, increasing tourism, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1

License

- 1.1 Scope of License. Subject to the terms and conditions set forth in this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable, royalty-free license to the Trademark in connection with the Merchandise throughout the Territory. Licensee shall make no other use of the Trademark.
- 1.2 Non-Assignment. Licensee acknowledges and agrees that the rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all of Licensor’s rights in the Trademark.

Section 2

Licensor’s Control

In order to protect and preserve Licensor’s rights in the Trademark, Licensee understands, acknowledges, and agrees that (i) prior to the first date of Licensee’s use of the Trademark in connection with the Merchandise, Licensee shall obtain Licensor’s approval of all aspects of such use; and (ii) once Licensee’s use of the Trademark in connection with the Merchandise is initially approved by Licensor, any subsequent alteration, modification, or change in such use must be reviewed and approved by Licensor prior to implementation of such alteration, modification, or change.

Section 3

Use of the Trademark

3.1 Trademark Format. Licensor retains the right to specify, from time to time, the format in which Licensee shall use and display the Trademark, and Licensee shall only use or display the Trademark in a format approved by Licensor and as shown on Exhibit A.

3.2 Proper Notice and Acknowledgement. Every use of the Trademark by Licensee shall incorporate in an appropriate manner an "R" enclosed by a circle or the phrase "Reg. U.S. Pat. & Tm Off."

3.3 Impairment of Licensor's Rights. Licensee shall not at any time, whether during or after the term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Licensor's rights in the Trademark or any registrations derived from such rights.

3.4 Licensor's Rights and Remedies. Licensee acknowledges and agrees that Licensor has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to Licensor, whether derived from this Agreement, from statute, from the common law, or otherwise, as a result of or in connection with Licensee's breach of this Agreement, misuse of the Trademark, or any other use of the Trademark by Licensee which is not expressly permitted by this Agreement.

3.5 Quality Control. All work performed shall be of reasonable quality and shall be performed by experienced personnel, materials shall be particularly selected for the particular job, all complaints regarding quality shall be investigated and shall be remedied to the satisfaction of Licensor. The manner in which Licensee uses the trademarks, and the quality of the licensed products marketed by Licensee under the trademarks (and all related advertising, promotional business materials and packaging), will be commensurate with, and at least as high as, the quality, style, and manner in which Licensor has used the trademarks. In no event shall the licensed products be sold under any terms or circumstances that would injure the prestige or goodwill of Licensor or the trademarks. Licensor shall approve the design and quality of the licensed products (including the packaging and labeling) and the proper use of the Trademark. Licensor may at its discretion during the term of this Agreement require Licensee to submit a representative sample of the Merchandise for inspection for quality control to ensure that the quality of items bearing the Trademark is consistent and predictable.

3.6 Licensee shall not use the Trademark in such way as is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of such person with another person, or as to the origin, sponsorship, or approval of his or her goods, services, or commercial activities by another person. More specifically the Trademark shall not be used in such a way that would confuse or misrepresent to the public that a user of said product is a City agent or employee or acting with the City's authority in its municipal, governmental capacity.

Section 4

Term and Termination

4.1 Term. The term of this Agreement shall be for three (3) years from the Effective Date; provided, however, that either party may terminate this Agreement without cause, by delivering written notice of termination to the other party, and, unless a later date is specified in such notice, termination shall be effective thirty (30) days after the date such notice is given.

4.2 Automatic Termination for Cause. Notwithstanding the provisions of Section 4.1 of this Agreement, this Agreement and all rights granted hereby, including but not limited to Licensee's right to use the Trademark, shall automatically terminate without notice from Licensor if (i) Licensee attempts to assign, sub-license, transfer or otherwise convey, without first obtaining Licensor's written consent, any of the rights granted to Licensee by or in connection with this Agreement; (ii) Licensee uses the Trademark in a manner in violation of, or otherwise inconsistent with, the restrictions imposed by or in connection with Section 3 of this Agreement; or (iii) Licensee uses the Trademark in a manner not expressly permitted by this Agreement.

4.3 Effect of Termination. All rights granted by this Agreement, including, without limitation, Licensee's right to use the Trademark, shall expire upon termination of this Agreement, and upon termination Licensee shall immediately cease and desist from all further use of the Trademark. There shall be no refund of any consideration or expense whatsoever.

Section 5

Miscellaneous

5.1 Assignment. Licensee shall not assign, sublicense, transfer, or otherwise convey Licensee's rights or obligations under this Agreement without Licensor's prior written consent. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, including but not limited to a reasonable attorneys' fee, arising out of or in connection with claims relating to an attempted assignment, sublicense, transfer, or other conveyance of Licensee's rights and obligations.

5.2 Indemnification, Hold Harmless, and Warranty. Licensee shall covenant not to sue and indemnify and hold harmless Licensor against all liability, costs, and expenses, whatsoever, including but not limited to a reasonable attorneys' fee, arising out of or in connection with this License. Licensee also warrants that use of the Trademark will not infringe or violate any intellectual property rights of a third party. Licensee shall indemnify and hold harmless Licensor against all liability, costs, and expenses, whatsoever, including but not limited to a reasonable attorneys' fee, arising out of or in connection with third party intellectual property claims. Licensee also warrants that any Merchandise is in compliance with all Federal, State, and local laws and regulations shall indemnify and hold harmless Licensor against all liability, costs, and expenses, whatsoever, including but not limited to a reasonable attorneys' fee, arising out of or in connection with third party use of the Merchandise and claims of third party users of the Merchandise.

5.3 Applicable Law. This Agreement shall be interpreted, construed, and enforced pursuant to and in accordance with, the laws of the State of Michigan.

5.4 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

5.5 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

5.6 Waivers. The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement

5.7 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand or by

email, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

Attn: Department of Law
300 Monroe Ave. NW
Grand Rapids, MI 49503

Attn: _____

5.8 Electronic Signature and Form. The parties agree that electronic versions of this License and any signature made by electronic means shall constitute and be deemed an original for the purposes of enforceability.

5.9 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execute by their duly authorized representatives as of the date firs set forth above.

[Remainder of document is signature page]

**CITY OF GRAND RAPIDS, a Michigan municipal corporation,
Licensee**

By: City Manager

LICENSEE

By:

EXHIBIT A