

# **CORPORATION OF THE NATION MUNICIPALITY**

## **UNDERTAKING USE OF THE NATION MUNICIPALITY LOGO POLICY # AD-COM-01-2019**

**Approval date:** June 10, 2019

**Resolution:** 381-2019

## Undertaking Use of The Nation Municipality Logo

### To The Corporation of The Nation Municipality

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**(INSERT NAME OF INDIVIDUAL, ORGANIZATION, COMPANY)**  
(Herein referred to as the "party")

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**(INSERT FULL MAILING ADDRESS)**

**(INSERT PHONE NUMBER)**

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**(INSERT EMAIL ADDRESS WHERE LOGO IS TO BE MAILED)**

## Terms and conditions

The Corporation of The Nation Municipality (herein referred to as the “Corporation”) hereby grants to the party identified below a non-exclusive, non-transferable licence and permission to use and display The Nation Municipality Logo (herein referred to as the “logo”) subject to the party adhering to the following terms and conditions:

1. The party to this undertaking shall use and display the logo only in the form and in accordance with the specifications shown on, and for the purpose set out on Schedule “A” to this undertaking.
2. The party to this undertaking shall at all times use his/hers/its best efforts to preserve the distinctiveness, value and validity of the logo and without restricting the generality of the foregoing, shall not, without the Corporation’s consent,
  - a. Make any alteration to the logo;
  - b. Use or adapt the logo as part of another graphic symbol or mark;
  - c. Use the logo in proximity to or in conjunction with another graphic symbol or mark;
  - d. Use the logo for any commercial purpose whatsoever; or
  - e. Use the logo for any purpose other than as described in Schedule “A” to this undertaking.
3. If the Corporation so requests, the party to this undertaking shall in his/hers/its use and display of the logo include a notice or other indication to the effect that the logo is the property of and is used by the party under authorization from the Corporation.
4. During the term of this undertaking, the party to the undertaking shall not grant permission to any other person to use the logo.
5. The party to this undertaking shall during the term hereof make available to the Corporation, without expense to the Corporation, samples of any type of product or service material on or in which the logo is used or displayed.
6. It is hereby acknowledged by the party to this undertaking that the Corporation assumes no liability for lawsuits on claims related with the party’s use of the logo and in that regard the party to this undertaking hereby agrees to save the Corporation harmless.
7. The permission granted by this undertaking shall be for a period of six (6) months from the date hereof, or for the period of use described in Schedule “A” to this undertaking, whichever is shorter.
8. This undertaking shall terminate immediately upon an event of default specified in paragraphs 1, 2, 3, 4, 5, 6 or 7 of this undertaking where no remedy of such an event of default is completed by the party to the undertaking by such time as is specified in writing by the Clerk of the Corporation to the party to the undertaking.

I hereby accept all of the conditions with respect to the use of the logo that are set out in paragraphs 1 to 8, inclusive, of this undertaking.

**Dated at Casselman, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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(INSERT TITLE, IF APPLICABLE)

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(NAME, TITLE, Approving on behalf of The Nation Municipality)

## Undertaking Use of The Nation Municipality Logo : Schedule A

Both The Nation Municipality logo and the components contained within the logo are registered trademarks and should not be used by third party organizations without the written permission of The Nation Municipality's Clerk Department.

*Please check the applicable answer to the following questions, providing details where indicated.*

### Criteria for supplying logo

The Nation Municipality will only provide its corporate logo in the event you meet one of the following criteria. **Please check the option(s) that applies.**

- You are a department, division, board, commission, task force or committee of the Corporation of The Nation Municipality.
- Your organization/program/event currently receives monetary support from the Corporation of The Nation Municipality.
- Your organization/program/event currently receives in kind support from the Corporation of The Nation Municipality.

Unfortunately, if you do not qualify within one of these categories, we are unable to grant you permission to use the corporate trademarked logo or any of the logo's trademarked individual components (fonts, tree icon, etc.).

### The Nation Municipality Staff Sponsor

The staff sponsor is a person, currently employed by the Corporation, that can confirm you fall within the criteria outlined in section one.

Name : \_\_\_\_\_

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

Department : \_\_\_\_\_

### This application for permission to use the Municipality's logo is with respect to :

- Print marketing/promotional material and/or informational or educational literature. Please briefly describe the purpose of your communication and the form it will take. For example, advertising in a newspaper, magazine, newsletter, event invitation or program, brochure or leaflet, poster, direct mail piece, etc.

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- Electronic publication, for example, a website, online newsletter or video. Please briefly describe.

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- Other, for example, clothing, pennants, coffee mugs, ballons, etc. Please briefly describe.

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### Date

The date/expected period of use of the logo is : \_\_\_\_\_

### Reproduction of the logo

The intended reproduction of the logo is in :

- Colour



- White (reversed in a dark background colour)



### Mock-up

A mock-up/sample layout of the intended logo application is attached :

- Yes
- No